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**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

Indiezone, Inc., a Delaware corporation, and
 EoBuy, Limited an Irish private limited company,

Plaintiffs,

vs.

Todd Rooke, Joe Rogness, Phil Hazel, Sam Ashkar,
 Holly Oliver and U.S. Bank, collectively the ***RICO Defendants;***

Jingit LLC., Jingit Holdings LLC., Jingit Financial Services LLC.,
 Music Me, LLC., Tony Abena, John E. Fleming, Dan Frawley,
 Dave Moorehouse II, Chris Ohlsen, Justin James,
 Shannon Davis, Chris Karls in their capacities as officers,
 agents and/or employees of the Jingit LLC.,

Defendants in Negligence, and Aiding/Abetting;

Wal-Mart, General Electric, Target, DOE(s) and ROE(s) 1
 through 10, ***Defendants in Negligence Secondary***
-Vicarious Infringement,

Defendants.

Case No. 13-cv-
Jury Trial Is Demanded

) 15 U.S.C. §§1114-1117 and 1125(a),(d);
) 17 U.S.C. §§501-506(a)(1)(A);
) 18 U.S.C. §1030(a)(2)(C),(a)(4)(a)(5)(C),
) 18 U.S.C. §§1341 & 1343;
) 18 U.S.C. §1832-Theft Trade Secrets
) 18 U.S.C. §§ 1951, 1956 and 1957;
) 18 U.S.C. §§1961-1968, et seq;
) 18 U.S.C. §2314;
) 18 U.S.C. §2319;
) 18 U.S.C. §2701-11;
) 28 U.S.C. §2201(a) Trademark-Patent DJ;
) 35 U.S.C. §282-292 Inv. Pat-False Pat;
) Prelim. Injunct. Aiding/Abetting, Negligence;
) Fraud/Misrepresentation; Conspiracy; DJ Act.
) Misapp. Trade Secrets Cal. Code 34.26.11
) California Unfair Competition 17200/17500
) Trespass to Chattel; Breach of Contract
) Cal Penal Codes §§ 496 and 502, False Advertising;
) Const. Trust-Int.-Neg. Interf. w/Buss.; Accounting;
) Appt. Referee Conversion of Intel. Property;
) False Advertising; Unjust Enrich-Restitution.

INTRODUCTION

1 2. The claims presented in this Complaint comprise allegations of a criminal
2 agreement, a conspiracy, involving the willful-deliberate pre-planned, well-organized
3 and carefully executed theft of Plaintiff **eoBuy's** and Plaintiff **Indiezone's** ("Plaintiff
4 Corporations") separate and joint original in house and filed copyright-works,
5 copyrightable-works, trade secrets, service mark-trade dress and other intellectual
6 property (collectively "**IP**" and from time-to-time "**Property**").

7 3. The plan was originally forged between two individuals, each former officers,
8 work-for-hire employees and shareholders of **eoBuy** and/or **Indiezone**; the Defendant **Todd**
9 **Rooke** ("**Rooke**"), **eoBuy's** Chief Technical and Strategy Officer as well as **Indiezones** former
10 Chief Technical Officer; together with Defendant **Joseph Rogness** ("**Rogness**"), **Indiezone's**
11 former Chief Marketing and Business Development Officer.

12 4. **Rooke** and **Rogness** were collaborative in the theft of Plaintiff Corporations
13 unique-proprietary e-commerce micro-billing and payment processing systems for sales,
14 purchases and payment of digital content over the Internet and mobile network systems.

15 5. The criminal agreement-scheme commenced by **Rooke** and **Rogness** has
16 been ongoing since September 2008. The first of a series of overt acts escalated into
17 actual predicate criminal acts which were accomplished through a pattern of racketeering
18 activity when in November of 2011, the **RICO Defendants**, acting as principles within
19 the meaning of 18U.S.C §2, all "**Persons**" within the meaning of 18 U.S.C. §1961(3)
20 criminally took control of Plaintiffs' **IP** and are using it in the affairs of new business
21 entities which constitute a **RICO Enterprise** within the meaning of 18 U.S.C. §1961(4)
22 which has and continues to cause damages and injury to Plaintiffs' business and
23 **Property** entitling Plaintiffs to a right of compensation 18 U.S.C. §1964(c).

24 6. These acts of infringement, theft, and conversion were accomplished via the
25 US mail and wire transmissions services using related schemes at differing times in acts
26 occurring across state lines, where the primary objective and/or intent of Defendants **Rooke**,
27 and **Rogness** was the willful control, destruction and injury of Plaintiffs' business- **Property**
28

1 involving: 1) theft-conversion of Plaintiffs' IP; 2) by the intended control, disruption or
 2 interference with the Plaintiffs' planned deployment and commercial release-market entry of
 3 their individual and joint IP; 3) where the theft, control and disruption of the Plaintiffs' IP
 4 allowed Defendants **Rooke** and **Rogness** to establish and maintain an unfair competitive
 5 advantage over Plaintiffs; 4) which was accomplished with others in the commission of
 6 overt/criminal acts which form a pattern of racketeering activity; 5) which provided **Rooke** and
 7 **Rogness** the means to falsely claim the ownership of the Plaintiffs' IP; 6) allowing Defendants
 8 to raise capital through investors series Regulation D offerings by reason of their false claims of
 9 ownership; 7) which then allowed them to create and use a series of new corporations using the
 10 illegally generated money and activity, reinvesting the money into those corporations which
 11 were managed, controlled and owned by them, via a second pattern of racketeering activity; 8)
 12 which provided the opportunity for them to file false patents with the USPTO; 9) after which
 13 **Rooke** and **Rogness** conspired with and directed certain defendants who agreed, acquiesced,
 14 knew or should have known that they were committing acts in a manner forming a pattern of
 15 criminal-racketeering activity; 10) and which provided them the means for the systematic,
 16 incremental and illegal infringement, misappropriation, deployment and exploitation of the
 17 Plaintiffs' IP via the Website **Jingit.com**.

18 6. The Plaintiffs' proprietary content and processing systems exist under a joint
 19 licensing and deployment agreement between **eoBuy** and **Indie Zone**. **Indiezone's** is a unique e-
 20 commerce platform and advertising engine consisting of programs, compilations/applications of
 21 the **eoBuy** methods and processes enabling advertisers to provide consumers with real-time cash
 22 rewards in exchange for their attention and direct engagement.

23 BUSINESS MODELS

24 **eoBuy's Business Model:**

25 7. **eoBuy's** core business strategy centers around the licensing and deployment of its
 26 copyrighted-copyrighable and proprietary payment processing and content monetization
 27 platform, a unique process which enables among other things, real-time settlement of fractional
 28 transactions in amounts less than .99 cents via the Internet for sales of digital content.

1 8. The **IP** processes are proprietary and have been in development since 1997,
2 and at least 9 years prior to the Rooke and Rogness obtaining employment as work-for hire
3 employees. **eoBuy's** turnkey, full-service restricted licensing solutions were designed and
4 architected to be available on a systemic-global scale. **eoBuy's** discrete business model was
5 designed and architected to provide a gateway and bridge for the processing of micro e-
6 commerce fractional transactions between consumers, merchants and various Payment
7 Service Providers ("PSP's") or licensees/stakeholders.

8 9. The fractional e-commerce segment of market processing exists with significant
9 economic barriers to entry in the processing of transactions below the monetary threshold of \$.99
10 cents. By using the in-house registered copyright and trade-secret, **eoBuy proprietary IP**
11 solutions, the technological and business parameters for fractional transactions have been
12 engineered in a manner using discrete Code methods and techniques compiled and developed by
13 the company as to provide a viable system for the enablement of micro-payments on any scale.

14 10. The **eoBuy** payment platform, for the first time, creates a technology that
15 enables the various players in the financial and e-commerce system to process micro-
16 transactions in a profitable manner. The processes mean hundreds of billions of dollars in
17 revenue to the world economy and better services to users of the Internet.

18 11. Due in part to the unprecedented scalability requirements and the next
19 generation business model of the **eoBuy IP** solution, PSPs, merchants and consumers and
20 other members of the e-commerce and financial communities have the ability to unlock
21 profits in the area of digital distribution and digital commerce.

22 12. **eoBuy's** proprietary process is accomplished by applying its' Code in a
23 discrete methodology which allows consumers to participate in fractional purchases, while
24 merchants can effectively control and regulate delivery of goods in fractional sales on an
25 individualized at-will basis with real time settlement of accounts.

26 **Indiezone's Business Model:**

27 13. The **Indiezone** business model was designed around its in-house copyrighted
28 and trade-secreted **Ad-Engine** and next-generation e-commerce platform (in this instance

1 tailored specifically to the digital distribution of independent music paid for via engagement
2 with a proprietary compilation of processes-methods accomplished via its unique Ad-
3 Engine application).

4 14. The **Ad-Engine** enables for advertisers to provide consumers real-time
5 fractional cash rewards for online purchases using ad sponsor dollars to pay consumers
6 direct deposits for watching and engaging with their ads.

7 15. In exchange for payment the consumer may provide demographic and
8 psychographic feedback to advertising sponsors who in turn can use the information to
9 target consumers thereby eliminating the need for a shotgun approach to market
10 advertising delivery and simultaneously increasing the value of the relationship and thus
11 the amount paid-out to consumers for their attention and engagement.

12 16. Cash payment may be in whole dollars or fractional amounts under .99/00
13 cents. This area was a previously unprofitable segment of the e-commerce revenue
14 stream-ecosystem. The **Indiezone** system and **Ad-Engine** in particular, enables
15 advertisers to provide consumers with real-time fractional cash rewards in exchange for
16 their attention and engagement. The system was developed with a unique methodology
17 and processes enabling the direct compensation to consumers with real money and in
18 real time.

19 17. The **Indiezone** model simultaneously allows users to instantly bank their
20 earnings and then spend those earnings by way of credit and debit cards. The task is
21 accomplished via a bank-account or an extension of a bank-account such as a prepaid
22 banking debit card funded via the money earned while using the **Indie Zone Ad-Engine**,
23 in association with banking and settlement partners, (Payment Service Providers
24 "PSPs").

25 18. The earned funds can be used by consumers to make digital purchases
26 within the **Indiezone** technological ecosystem or the funds can be redeemed directly
27 deposits to their bank accounts as maintained by Plaintiff banking partners and spent in
28 the real world.

eoBuy's and Indiezone's Joint Business Model:

19. The combined technologies and joint deployment of **eoBuy** and **Indiezone** using their unique break-through e-commerce micro formula, and compilation **Ad-Engine** processing are proprietary methods, techniques and processes designed to derive independent economic value in both whole and fractional transactions in this segment of the Internet e-commerce market using methods not generally known to, and not being readily ascertainable by proper means, by other persons who could obtain economic value from its disclosure or use.

JURISDICTION, VENUE, AND INTRADISTRICT ASSIGNMENT

20. This Court has federal question jurisdiction in this case under 28 U.S.C. 1331, as Plaintiffs have asserted claims arising under the laws of the United States. Specifically, causes of action involving federal questions related to overt and/or predicate criminal acts and continuing illegal acts alleged hereafter which cluster around the willful criminal activities of the individual defendants **Rooke** and **Rogness** involving both state and federal criminal acts and direct acts of racketeering activity including, but not limited to, Copyright infringement 17 U.S.C. 501-506(a)(1)(A); 18 U.S.C. 1030(a)(2)(C),(a)(4)(a)(5)(C);, of the Federal Computer Fraud and Abuse Act; Federal Trademark Act of 1946, as amended (the Lanham Act), 15 U.S.C. 1125(a) and 1125(d); 18 U.S.C. 1341 mail fraud and 1343 wire fraud; 18 U.S.C. 1832 (theft of trade secrets), 18 U.S.C. 1956 and 1957 money laundering, engaging in monetary transactions in property derived from specified unlawful activity; in violation of the RICO Statute 18 U.S.C. 1961-1968, et seq; 18 U.S.C. 2314-2315 possession and receipt of stolen property; and 18 U.S.C. 2319, criminal infringement of a copyright; in violation of the Stored Communications Act, 18 U.S.C. 2701- 11.

21. In the alternative this Court has jurisdiction over the subject matter of this complaint pursuant to 28 USC §1332, for the reason that there is complete diversity of citizenship between the parties and the amount in controversy, as to each defendant, exceeds \$75,000.00, exclusive of interest and costs.

22. Venue is appropriate in the Northern District of California pursuant to 28 U.S.C. 1391, because a substantial part of the events giving rise to the dispute occurred in this district, a substantial part of the property that is the subject of the action is situated in this district, and the

1 Court has personal jurisdiction over each of the parties as alleged throughout this Complaint for
 2 activities which have caused injury to the Plaintiffs here in California. Because the agreements
 3 establish this as the venue and it is where the company head-quarters are based.

4 23. Because Plaintiffs have asserted various claims arising under state law that
 5 form part of the same case or controversy as the claims arising under federal law, this
 6 Court also has supplemental jurisdiction pursuant to 28 U.S.C. 1367 for violations of Cal.
 7 Penal Code 496 receipt of stolen property; Cal. Penal Code 502 unauthorized access to
 8 computers; theft of trade secrets Cal. Civ. Code 3426.11.

9 24. Defendants' conduct also constitutes common law fraud, conspiracy,
 10 conversion computer trespass theft, larceny, aiding and abetting, breach of contract, and
 11 unjust enrichment.

12 25. Assignment to the San Francisco Division is appropriate pursuant to Civil Local
 13 Rule 3-2(d) because a substantial part of the events that give rise to the Commission's claims
 14 occurred in Marin County, California, where Plaintiff Indiezone is headquartered.

15 THE PARTIES

16 Plaintiffs-Jingit Enterprise Victims:

17 26. **eoBuy** is a privately held foreign corporation, owned by approximately 30
 18 shareholders and having its place of business in the Republic of Ireland and is an entity
 19 member-victim of the *association-in-fact Enterprise(s)*.

20 27. **Indiezone** is a privately held Delaware corporation, owned by its majority
 21 shareholders having its place of business at 33 Prospect Avenue, Sausalito, California and
 22 is an entity member-victim of the *association-in-fact Enterprise*.

23 RICO Person Defendants 18 U.S.C/ 1961:

24 28. **RICO Defendant, Todd Rooke** whose primary/current place of business is
 25 770 France Avenue South, Edina, Minnesota 55435, is a **RICO Person**, within the
 26 meaning of RICO, 18 U.S.C. §1961(3) acting as principles within the meaning of 18
 27 U.S.C. §2, distinct from the *Jingit Enterprise Entities* in charge of the day-to-day affairs-
 28 operations of the *Jingit Enterprise Entities* activity alleged herein and is the co-

1 founder/member owner and/or Co-CEO-employee of the *Jingit Enterprise Entities*, **Jingit**
 2 **LLC**, **Jingit Holdings**, **Jingit Financial**, and **Music. Me**.

3 29. *RICO Defendant, Todd Rooke* directs the affairs-operations of the *Jingit*
 4 *Enterprise* in the illegal and incremental deployment-use of Plaintiffs' **IP** with the use of
 5 the fraudulently obtained investment funds paid into **Jingit Holdings** for payment of the
 6 day-to-day and continuing lawful and illegal activities of the of the *Jingit Enterprise*
 7 *Entities*.

8 30. *RICO Defendant, Joe Rogness* whose primary/current place of business is
 9 770 France Avenue South, Edina, Minnesota 55435, is a *RICO Person*, within the meaning
 10 of RICO, 18 U.S.C. §1961(3) acting as principles within the meaning of 18 U.S.C. §2,
 11 distinct from the *Jingit Enterprise Entities* in charge of the day-to-day affairs-operations of
 12 the *Jingit Enterprise Entities* activity alleged herein and is the co-founder/member owner
 13 and/or Co-CEO-employee of the *Jingit Enterprise Entities*, **Jingit LLC**, **Jingit Holdings**,
 14 **Jingit Financial**, and **Music. Me**.

15 31. *RICO Defendant, Joe Rogness* directs the affairs-operations of the *Jingit*
 16 *Enterprise* in the illegal and incremental deployment-use of Plaintiffs' **IP** with the use of
 17 the fraudulently obtained investment funds paid into **Jingit Holdings** for payment of the
 18 day-to-day and continuing lawful and illegal activities of the of the *Jingit Enterprise*
 19 *Entities*.

20 32. *RICO Defendant, Phil Hazel ("Hazel")* whose primary/current place of
 21 business is 770 France Avenue South, Edina, Minnesota 55435, is a *RICO Person*, within
 22 the meaning of RICO, 18 U.S.C. §1961(3) acting as a principle within the meaning of 18
 23 U.S.C. § 2, a member and/or employee of **Jingit Holding** distinct from the *Jingit*
 24 *Enterprise Entities* in charge of the day-to-day operations of the *Jingit Enterprise* activity
 25 alleged herein and is knowingly and intentionally aiding and abetting the other *RICO*
 26 *Defendants* directing the *Jingit Enterprise Entity* employees in the lawful affairs of the
 27 *Jingit Enterprise* and use of Plaintiffs' illegally obtained infringed-misappropriated **IP**
 28 with fraudulently obtained investment funds paid into **Jingit Holdings**.

1 33. **RICO Defendant, Sam Ashkar ("Ashkar")** whose primary/current place of
 2 business is 770 France Avenue South, Edina, Minnesota 55435, is a **RICO Person**, within
 3 the meaning of RICO, 18 U.S.C. §1961(3) acting as a principle within the meaning of 18
 4 U.S.C. § 2, a member and/or employee of **Jingit Holding** distinct from the **Jingit**
 5 **Enterprise Entities** in charge of the day-to-day operations of the **Jingit Enterprise** activity
 6 alleged herein and is knowingly and intentionally aiding and abetting the other **RICO**
 7 **Defendants** directing the **Jingit Enterprise Entity** employees in the lawful affairs of the
 8 **Jingit Enterprise** and use of Plaintiffs' illegally obtained infringed-misappropriated IP
 9 with fraudulently obtained investment funds paid into **Jingit Holdings**.

10 34. **RICO Defendant Holly Oliver ("Oliver") RICO Defendant, Phil Hazel**
 11 **("Hazel")** whose primary/current place of business is 770 France Avenue South, Edina,
 12 Minnesota 55435, is a **RICO Person**, within the meaning of RICO, 18 U.S.C. §1961(3)
 13 acting as a principle within the meaning of 18 U.S.C. § 2, a member and/or employee of
 14 **Jingit Holding** distinct from the **Jingit Enterprise Entities** in charge of the day-to-day
 15 operations of the **Jingit Enterprise** activity alleged herein and is knowingly and
 16 intentionally aiding and abetting the other **RICO Defendants** directing the **Jingit Enterprise**
 17 **Entity** employees in the lawful affairs of the **Jingit Enterprise** and use of Plaintiffs'
 18 illegally obtained infringed-misappropriated IP with fraudulently obtained investment
 19 funds paid into **Jingit Holdings**.

20 35. **RICO Defendant, US Bank** is a publicly held corporation, having its place of
 21 business at 80 Nicollet Mall, Minneapolis, Minnesota 55402, and is a **RICO Person**, within
 22 the meaning of RICO, 18 U.S.C. §1961(3) acting as a principle within the meaning of 18
 23 U.S.C. § 2, and is distinct from the **Jinigt Enterprise** where its employees are in charge of the
 24 day-to-day affairs-operations of the **Jinigt Enterprise** activities alleged herein; and in charge
 25 of directing or otherwise participating in the illegal affairs of the **Jingit Enterprise** in the
 26 misappropriation-infringement and illegal use of Plaintiffs' IP which is being accomplished
 27 with fraudulently obtained investments funds paid into **Jingit Holdings** and then used for
 28 payment of servicing the day-to-day and continuing activities of the **Jingit Enterprise**.

Defendants In Negligence-Aiding/Abetting or Accessory:

36. **Jingit Holdings LLC.**, (“**Jingit Holdings**”) f/k/a 7 Ventures LLC whose primary/current place of business is 770 France Avenue South, Edina, Minnesota 55435, was and is a privately held Delaware corporation, owned by its members **Rooke** and **Rogness** who are **RICO Persons**, within the meaning of RICO, 18 U.S.C. §1961(3) and who, together with other **RICO Persons** are using **Jingit Holdings**, as vehicle distinct from its corporate identity where the **RICO Defendants** are in charge of the day-to-day affairs-operations of the **Jingit Holdings**, and in charge of directing the illegal use of **Jingit Holdings**, in the formation of the **Jingit Enterprise**.

37. **Jingit LLC.**, (“**Jingit LLC**”) whose primary/current place of business is 770 France Avenue South, Edina, Minnesota 55435, was and is a privately held Delaware corporation, owned by its members **Rooke** and **Rogness** who are **RICO Persons**, within the meaning of RICO, 18 U.S.C. §1961(3) and who, together with other **RICO Persons** are using **Jingit LLC.**, as vehicle distinct from its corporate identity where the **RICO Defendants** are in charge of the day-to-day affairs-operations of the **Jingit LLC.**, and in charge of directing the illegal use of **Jingit LLC.**, in the formation of the **Jingit Enterprise**.

38. **Jingit Financial Services LLC.**, (“**Jingit Financial**”) whose primary/current place of business is 770 France Avenue South, Edina, Minnesota 55435, was and is a privately held Delaware corporation, owned by its members **Rooke** and **Rogness** who are **RICO Persons**, within the meaning of RICO, 18 U.S.C. §1961(3) and who, together with other **RICO Persons** are using **Jingit Financial.**, as vehicle distinct from its corporate identity where the **RICO Defendants** are in charge of the day-to-day affairs-operations of the **Jingit Financial** and in charge of directing the illegal use of **Jingit Financial** in the formation of the **Jingit Enterprise**.

39. **Music.Me LLC.**, (“**Music.Me**”) whose primary/current place of business is 770 France Avenue South, Edina, Minnesota 55435, was and is a privately held Delaware corporation, owned by its members **Rooke** and **Rogness** who are **RICO**

1 *Persons*, within the meaning of RICO, 18 U.S.C. §1961(3) and who, together with other
 2 *RICO Persons* are using **Music.Me** as vehicle distinct from its corporate identity where
 3 the *RICO Defendants* are in charge of the day-to-day affairs-operations of the
 4 **Music.Me** and in charge of directing the illegal use of **Music.Me** in the formation of the
 5 *Jingit Enterprise*.

6 40. **Tony Abena** ("Abena") is, upon information and belief, an officer/director,
 7 member or employee of **Jingit LLC.**, having a place of business at 80 Nicollet Mall,
 8 Minneapolis, Minnesota 55402, who owed a duty to Plaintiffs and was, or should have
 9 been aware of the fraudulent conduct-acts of the *RICO Defendants* in their illegal
 10 activities, in the control and use of **Jingit Holdings** and who was negligent or otherwise
 11 aided/abetted, or was an accessory after the fact in allowing the theft-conversion of
 12 Plaintiffs' Property by authorizing transactions involving the illegal activities of the
 13 *Jingit Enterprise* resulting in injury and damages to Plaintiffs' business-property.

14 41. **John E. Fleming** ("Fleming") is, upon information and belief, an
 15 officer/director, member or employee of **Jingit LLC.**, having a place of business at 80
 16 Nicollet Mall, Minneapolis, Minnesota 55402, who owed a duty to Plaintiffs and was, or
 17 should have been aware of the fraudulent conduct-acts of the *RICO Defendants* in their
 18 illegal activities, in the control and use of **Jingit Holdings** and who was negligent or
 19 otherwise aided/abetted or was an accessory after the fact in allowing the theft-
 20 conversion of Plaintiffs' Property by authorizing transactions involving the illegal
 21 activities of the *Jingit Enterprise* resulting in injury and damages to Plaintiffs' business-
 22 property.

23 42. **Dan Frawley** ("Frawley") is, upon information and belief, an officer/director,
 24 member or employee of **Jingit LLC.**, having a place of business at 80 Nicollet Mall,
 25 Minneapolis, Minnesota 55402, who owed a duty to Plaintiffs and was, or should have
 26 been aware of the fraudulent conduct-acts of the *RICO Defendants* in their illegal activities,
 27 in the control and use of **Jingit Holdings** and who was negligent or otherwise aided/abetted
 28 or was an accessory after the fact in allowing the theft-conversion of Plaintiffs' Property by

1 authorizing transactions involving the illegal activities of the *Jingit Enterprise* resulting in
2 injury and damages to Plaintiffs' business-property.

3 43. **Dave Moorehouse II ("Morehouse")** is, upon information and belief, an
4 officer/director, member or employee of Jingit LLC., having a place of business at 80 Nicollet
5 Mall, Minneapolis, Minnesota 55402, who owed a duty to Plaintiffs and was, or should have
6 been aware of the fraudulent conduct-acts of the *RICO Defendants* in their illegal activities, in
7 the control and use of **Jingit Holdings** and who was negligent or otherwise aided/abetted or
8 was an accessory after the fact in allowing the theft-conversion of Plaintiffs' Property by
9 authorizing transactions involving the illegal activities of the *Jingit Enterprise* resulting in
10 injury and damages to Plaintiffs' business-property.

11 44. **Chris Ohlsen ("Ohlsen")** is, upon information and belief, an officer/director,
12 member or employee of Jingit LLC., with a place of business having a place of business at
13 80 Nicollet Mall, Minneapolis, Minnesota 55402, who owed a duty to Plaintiffs and was, or
14 should have been aware of the fraudulent conduct-acts of the *RICO Defendants* in their
15 illegal activities, in the control and use of **Jingit Holdings** and who was negligent or
16 otherwise aided/abetted or was an accessory after the fact in allowing the theft-conversion
17 of Plaintiffs' Property by authorizing transactions involving the illegal activities of the
18 *Jingit Enterprise* resulting in injury and damages to Plaintiffs' business-property.

19 45. **Justin James ("James")** is, upon information and belief, an officer/director,
20 member or employee of Jingit LLC., having a place of business at 80 Nicollet Mall,
21 Minneapolis, Minnesota 55402, who owed a duty to Plaintiffs and was, or should have
22 been aware of the fraudulent conduct-acts of the *RICO Defendants* in their illegal activities,
23 in the control and use of **Jingit Holdings** and who was negligent or otherwise aided/abetted
24 or was an accessory after the fact in allowing the theft-conversion of Plaintiffs' Property by
25 authorizing transactions involving the illegal activities of the *Jingit Enterprise* resulting in
26 injury and damages to Plaintiffs' business-property.

27 46. **Shannon Davis ("Davis")** is, upon information and belief, an
28 officer/director, member or employee of Jingit LLC., having a place of business at 80

1 Nicollet Mall, Minneapolis, Minnesota 55402, who owed a duty to Plaintiffs and was, or
 2 should have been aware of the fraudulent conduct-acts of the ***RICO Defendants*** in their
 3 illegal activities, in the control and use of **Jingit Holdings** and who was negligent or
 4 otherwise aided/abetted or was an accessory after the fact in allowing the theft-conversion
 5 of Plaintiffs' Property by authorizing transactions involving the illegal activities of the
 6 ***Jingit Enterprise*** resulting in injury and damages to Plaintiffs' business-property.

7 47. **Chris Karls ("Karls")** is, upon information and belief, an officer/director,
 8 member or employee of Jingit LLC., having a place of business at 80 Nicollet Mall,
 9 Minneapolis, Minnesota 55402, who owed a duty to Plaintiffs and was, or should have
 10 been aware of the fraudulent conduct-acts of the ***RICO Defendants*** in their illegal
 11 activities, in the control and use of **Jingit Holdings** and who was negligent or otherwise
 12 aided/abetted or was an accessory after the fact in allowing the theft-conversion of
 13 Plaintiffs' Property by authorizing transactions involving the illegal activities of the
 14 ***Jingit Enterprise*** resulting in injury and damages to Plaintiffs' business-property.

15 **Defendants in Negilience Secondary-Vicarious Infringement:**

16 48. **Walmart** is a publically held US corporation, owned by its shareholders and
 17 having its place of business at 702 SW 8th-Street Bentonville, Arkansas 72716-8611 who is a
 18 nominal Defendant unknowingly infringing in the use of Plaintiffs' IP.

19 49. **General Electric** is a publically held Delaware corporation, owned by its
 20 shareholders and having its place of business at 3135 Easton Turnpike Fairfield, Connecticut
 21 06828 who is a nominal Defendant unknowingly infringing in the use of Plaintiffs' IP.

22 50. **Target** is a publically held Delaware corporation, owned by its shareholders
 23 and having its place of business at 3135 Easton Turnpike Fairfield, Connecticut 06828 who is
 24 a nominal Defendant unknowingly infringing in the use of Plaintiffs' IP.

25 51. Plaintiff does not currently know the true names of defendant DOE(s) and
 26 ROE(s) 1 through 10. However, Plaintiff will seek leave of the court to amend this Complaint
 27 by alleging the true names and capacities of defendants, Does 1 through 10 when they are
 28 ascertained.

The Association-in-Fact *RICO* Enterprise:

52. **Jingit Holdings Jingit Financial, Jingit LLC., and Music.Me, Rooke, Rogness, Hazel, Ashkar, and Oliver**, together with **Abena, Fleming, Frawley, Moorehouse, Ohlsen, James, Davis, Karls, Wal-Mart, General Electric, Target, DOE(s) and ROE(s)**, are at times collectively and/or in varying combinations-groupings the *Jingit Enterprise* which existing *as an association-in-fact* controlled by the *RICO Person Defendants Rooke, Rogness, Hazel, Ashkar, Oliver and US Bank*.

53. The *Enterprise* exists through a purposeful, continuing interrelated and ongoing a pattern of racketeering activities interplayed between the normal operations of these companies and the affairs of the criminal activities in the *Person* Defendants who are distinct from **Jingit Enterprise Entities** and whose criminal activities effect interstate and international commerce as these terms apply under 18 U.S.C. §§ 1951 and 1962(a)-(d).

COMMON CLAIMS

54. The theft of Plaintiffs' **IP** and obstruction in Plaintiffs' right to commercial entry to the e-commerce markets was the common target of *RICO Defendants* where: 1) the theft was accomplished and involved multiple predicate acts of racketeering activity in the form of mail fraud by an overnight carrier, and wire fraud, via the Internet or over the telephone using false and otherwise misleading statements to Plaintiffs used to: 1) induce Plaintiffs to release *RICO Defendants Rooke and Rogness* from their non-competition Agreements; 2) or third parties who sought out to license Plaintiffs' **IP**; 3) in obtaining the funding for the *Jingit Enterprise Entities* so as to illegally deploy Plaintiffs' **IP** as their own; 4) where in each instance the *RICO Defendants* knowingly and intentionally used these false or otherwise misleading oral and written statements and/or material omission as set forth herein intending to cause Plaintiffs and other third-parties to rely on the statements-solicitations; and 4) causing injury to Plaintiffs' businesses and **Property**.

Distinctiveness-purpose-relationship and longevity:

55. Notwithstanding that the *Jingit Enterprise* is an *association-in-fact enterprise* each of the individuals or corporate entities are **RICO Persons** within the meaning of RICO, 18 U.S.C. §1961(3) acting as principles within the meaning of 18 U.S.C. §2 in committing the acts of racketeering and are separate and distinct from the **RICO Defendants**.

56. Each of the *Jingit Enterprise* Corporate *Entities* exists as private companies and operates as legitimate business entities performing corporate functions and otherwise engaging in other lawful activity outside or otherwise independent from the RICO activities.

57. Contrary to their fiduciary duties in the performance of the lawful activities of the *Jingit Enterprise Entities*, and under the cover of their existence the **RICO Defendants** have conspired and are using one or several of the *Jingit Enterprise Entities* and **US Bank** for the purpose of performing the illegal Schemes hereafter outlined, and although the **RICO Defendants** often appear to be interacting or performing in their lawful capacities with the individual *Jingit Enterprise Entities* for the most part, they are acting in furtherance of the collective **RICO Defendants** Schemes for the benefit of the **RICO Defendants** alone, and so as to injure Plaintiffs in their business or **Property**.

58. The lawful activities are undertaken while the **RICO Defendants** simultaneously orchestrate the illegal acts of racketeering activity including mail and wire fraud-money laundering and providing the means opportunity for obtaining-receiving the stolen **Property**; and funding for the *Jingit Enterprise* Scheme.

59. The Scheme is singular in purpose involving multiple exploits with a targeted victim, and has been carried out on multiple occasions through the continuing relationships forged among the "**Person**" **RICO Defendants** and includes the ongoing criminal activity which exists to this date.

1 60. **RICO Defendants, Rooke and Rogness** are the hub of the **Jingit**
 2 **Enterprise** corporate activities where, from their positions as Co-CEO's of these **Jingit**
 3 **Entities** in the operations of the **Jingit Enterprise** they direct the illegal affairs of the
 4 **Jingit Enterprise** in coordination with the remaining **RICO Defendants**, who have
 5 been strategically placed by them in the **Jingit Enterprise Entities** as employees,
 6 members directors/officers.

7 61. In the performance and execution of the Scheme, in an overt act designed to
 8 maintain the affairs of the **Jingit Enterprise, RICO Defendants Rooke and Rogness** as Co-
 9 CEO's of **Jingit Holdings** the "funding arm" of **Jingit Enterprise**, have ensured that
 10 **Hazel and Ashkar** each assumed either a position of employment or individual positions as
 11 officers and/or directors on at least one of the Boards of the **Jingit Enterprises Entities** and
 12 in particular the Boards of **Jingit Holdings Jingit Financial, Jingit LLC., and Music.Me.**

13 62. From their positions as members, insiders, employees, officers and/or directors
 14 the **RICO Defendants Rooke and Rogness**, by their control direct the remaining
 15 **Defendants** in the day-to-day operation of the **Jingit Entities**.

16 63. The Schemes and control are accomplished in performance of the racketeering
 17 activity by means of electronically-telephonically circulating false and misleading statements
 18 to the **Jingit Boards** and its employees concerning the misappropriation of the **IP**.

19 64. Often the use of the Plaintiffs' **IP** is disguised as a patent found in the public
 20 domain or as falsely claimed, created by in house engineering-research and development.

21 65. In each instance, the **RICO Defendants** knew and were aware the statements
 22 and content of the documents were false misleading and otherwise omitted material
 23 information to make the statements and/ or reports truthful and that the **Jingit Boards** would
 24 rely on them in support of the companies lawful operations.

25 66. Each statement and document was material to the manner in which the **RICO**
 26 **Defendants** obtained and controlled the affairs of the **Jingit Enterprise**.

27 67. Since at least July 2010, the **RICO Defendants** have by agreement, on
 28 multiple occasions, intentionally and knowingly formed committed, assisted or otherwise

1 ratified the Schemes of mail and wire fraud intending to injure Plaintiffs' business directly
 2 and indirectly using-controlling the *Jingit Enterprise Entities* where they have
 3 fraudulently claimed right of ownership to Plaintiffs' IP and fraudulently obtained funds
 4 for operations of the *Jingit Enterprise Entities* in a manner involving a pattern of
 5 racketeering activity.

6 68. At the direction of **Rooke** and **Rogness**, the rest of the **RICO Defendants**
 7 operate the *Jingit Enterprise* for the purpose of concealing the fraud by means of a
 8 conspiracy engaging related Schemes which continue to the present, where each
 9 **RICO Defendant** has, or knows they will, directly or indirectly commit violations of
 10 the law in the continuing infringement and misappropriation of Plaintiffs' IP.

11 69. By means of the conspiracy the **RICO Defendants** illegal acts have
 12 caused and are causing injury to the business and Property of the Plaintiffs.

13 **Relatedness and Continuity:**

14 70. Despite the relationship between the **Rico Person Defendants** and the
 15 *Jingit Enterprise* entities, the **RICO Defendants** are distinct from the *Jingit*
 16 *Enterprise* where their acts were committed on multiple occasions in violation of
 17 USC §§1961-1968; by using the corporate façade and legitimate operations of the
 18 *Jingit Enterprise*: 1) with the same *purpose* and results depriving the Plaintiff
 19 Corporations of business opportunities and profits by the illegal use-conversion of
 20 their IP in violation of 18 U.S.C. §§ 1030; 18USC §§ 1956-1957; U.S.C. 18USC
 21 §§2314-2315 and 2319; 2) with the same *victims* and in *related* methods of
 22 commission where the Schemes to defraud have the *common* types of predicate acts,
 23 false and misleading statements through the use of the mails and electronic
 24 transmissions involving interstate transmission of statements-documents in violation
 25 of 18U.S.C. §§1951 and 18U.S.C. §§1341-1343; and have been committed by the
 26 **RICO Defendants** through the *Jingit Enterprise*, by continuous, uninterrupted,
 27 criminal activity, which began at the very least 2 years prior to November 2011, and
 28 continues to the present.

Continuing Scheme- Pattern-Predicate Acts-Multiple Victims:

71. After the theft of Plaintiffs' IP, in performance of the acts constituting the **RICO** violations alleged heretafter, the **RICO Defendants** have for at least two years by agreement and conduct formed an *association-in-fact enterprise*, "**Jingit Enterprise**"; for the purpose of a series of similar interrelated Schemes designed to provide a vehicle for the continuous and systematic deployment of the Plaintiffs' IP.

72. The Schemes are global in effect and at times constitute separate patterns of racketeering activity involving multiple acts, and from time-to-time all or some of the **RICO Defendants**, where the **RICO Defendants** through a pattern of racketeering activity including mailing and telephonic-electronic communications, as claimed hereafter, have maintained control of the day-to-day affairs and operations of the **Jingit Enterprise Entities** and have illegally used-invested funds obtained through a pattern of racketeering activity both directly and indirectly passing the funds through the **Jingit-Enterprise Entities** so as to maintain control of them creating the disruption-interference in the Plaintiffs' ability to enter the e-commerce commercial markets in the continuing cycle of fraud, thus making **eoBuy** and **Indiezone** victims of the **Jingit Enterprise** leaving them without the ability to access their IP or raise funds or issue license to their potential licensees.

73. Plaintiffs and its cliental- potential third-party licensees were defrauded by one or more of these mail and wire dispatches.

74. This pattern of mails and interstate wire-communications occurred over a period for in excess of two years from the date the **RICO Defendants** Schemes were first put into effect, all in furtherance of the fraud which has caused injury to Plaintiffs business and property.

75. The acts set forth above constitute a pattern of racketeering activity pursuant to 18 U.S.C. §1961(5).

76. Thus, Plaintiffs assert claims against all **RICO Defendants** for violating or conspiring to violate 18 U.S. C. §§ 1962 (a),(b) and (c), in whole or in part, as defined under the specific sections of the Statute which prohibits any person; 1) from the use of,

1 or making any income investments, of racketeering funds in the operation of the enterprise
 2 engaged in interstate commerce; 2) from acquiring and/or controlling the enterprise
 3 through a pattern of racketeering activity engaged in interstate commerce; 3) who is
 4 associated with or employed by an enterprise from conducting or participating in the
 5 conduct or affairs of the enterprise through a pattern of racketeering activity engaged in
 6 interstate commerce.

7 **PLAINTIFFS' IP CONTENT, AUTHORSHIP,**
 8 **AND EXCLUSIVE RIGHT OF OWNERSHIP**

9 77. During its IP development period **eoBuy** engaged in-house programming
 10 teams employing dozens of developers where programmers spent thousands of man hours
 11 in the development of the software to implement and deploy the **eoBuy** system.

12 78. In July 2002, Credit Suisse invited **eoBuy** to demonstrate its system to high-
 13 level banking executives in Zurich, Switzerland. After demonstration of the **eoBuy**
 14 processes Credit Suisse engaged an independent full review of the product processes,
 15 based on its unique methods; and on December 30, 2002, the system and the business
 16 model were fully endorsed by Credit Suisse as a viable solution for fractional digital e-
 17 commerce sales.

18 79. Thereafter, beta deployment of the system led to an invitation by Hewlett Packard
 19 (HP) to develop a strategic partnership for the **eoBuy** financial processing systems and the
 20 introduction of the concept of an on line music store-**Indiezone** as the first merchant portal, go-
 21 to-market Proof of Concept for the **eoBuy** IP, financial process- methods.

22 80. In 2005, **eoBuy** entered into an exclusive negotiation agreement with HP. The
 23 exclusivity period was in place from January 31, 2005, and continued until October 30, 2006.
 24 Under the terms of the Agreement, HP offered to pay, **eoBuy** a monthly fee of \$83,000.00.

25 81. Two principal studies were carried out during the exclusivity period, a
 26 Technical Assessment and an Independent Business Valuation ("Net Present Value Business
 27 Analysis") ("Value Analysis") was conducted by an outside and independent company
 28 SMARTOrg.

1 82. HP commissioned the study in order to attribute a valuation to the product and
2 the **IP**, for the purpose of a prospective investment by HP into **eoBuy**. The HP
3 commissioned SMARTOrg valuation put the pre-launch valuation of **eoBuy**'s proprietary
4 methods-processing system at \$1,300,000,000.00. (\$1.3 Billion U.S. Dollars) pre-launch
5 and at \$20,000,000,000 (\$20 Billion U.S. Dollars) post launch.

6 83. The Valuation was based on the potential revenue for generating income based
7 on the 2005 e-commerce statistics and metrics assuming the employment of the unique
8 **eoBuy** processes and methodology in the e-commerce merchant-to-merchant and consumer
9 driven micro digital sales and purchases over the Internet.

10 84. In or about January 2005, Connor Fennelly, CEO of **eoBuy** was introduced to
11 Defendant **Rooke**. At the time **Rooke** was a Director at HP working in the Office of
12 Operations, Strategy and Technology.

13 85. From his position as director of strategic business development at HP, **Rooke**
14 was privy to the unique **eoBuy** e-commerce micro-billing and payment processing system
15 and the joint development-deployment strategy of using **Indiezone** as the online store Proof
16 of Concept.

17 86. During this period Defendant **Rooke** was acting as liaison in the assessment
18 and valuation efforts on behalf of HP and **eoBuy** in the SmartOrg valuation analysis.

19 87. Defendant **Rooke** was aware of the merits of the system as well as its
20 commercial potential and the value of the project based on the SmartOrg Value Analysis
21 presented to HP by virtue of his participation in the project.

22 88. After the SmartOrg Value Analysis was delivered in or about October 2006,
23 **eoBuy** and HP entered into negotiations to form a definitive business alliance for the joint
24 development and deployment of the **eoBuy** payment system using the **Indiezone** platform
25 for digital music content as the online distribution platform for as the initial Proof of
26 Concept.

27 89. Shortly thereafter HP shifted its internal management and underwent policy
28 changes, wherein negotiations failed to produce an agreement to move forward. **eoBuy** and

1 HP agreed to a release from any further contractual obligations to one another where **eoBuy**
2 was granted the exclusive right-assignment between **eoBuy** and HP for any and all joint **IP**
3 and reports developed during their relationship.

4 90. Thereafter **eoBuy** proceeded in the development of the **eoBuy** processes and
5 strategies under a development division/arm of the Company-**Indiezone**.

6 **FORMATION OF THE PLAN BY DEFENDANTS ROOK AND ROGNESS TO**
7 **OBTAIN EMPLOYMENT AND OWNERSHIP OF EOBUY**
8

9 91. Plaintiffs claim the **IP** theft involves a pattern of organized criminal activity
10 comprising interrelated schemes which began in September 2008, after **Rooke** and **Rogness**
11 executed contracts as work-for-hire employees.

12 92. The plan which began with the realization by Defendants **Rooke** and **Rogness**
13 that they would be limited in their opportunity to obtain equal ownership of Plaintiff
14 **Indiezone**, and unable to compete with **eoBuy** and **Indiezone** in real-time micro digital
15 sales and consumer engagement over the Internet.

16 93. The core defining character of the Indiezone, Ad-Engine, namely direct and
17 real-time compensation for ad-engagement, consumer ad-targeting and business model were
18 developed and applied through the **Indiezone's AdEngine** proprietary processes-methods
19 at a time that **Rooke** and **Rogness** were work for hire employees.

20 94. At all times material hereto, although not formalized in 2008, in addition to his
21 employment with HP, **Rooke** had a prior existing relationship with the Defendant **Rogness**
22 and Defendant **Two Fish LLC**.

23 95. At all times material hereto, **Rogness**, while using the entity **Two Fish a/k/a 7**
24 **Ventures LLC**, k/n/a **Jingit Holding LLC**., had been in the business of selling **Rogness'**
25 own works over the Internet.

26 96. At all times material hereto, **Rogness**, like most others involved in music sales
27 over the Internet, was frustrated with the lack of sales brought about by the monetary
28 threshold barriers in Internet transactions for sales.

1 97. One of the core problems encountered and systemic to Internet transactions
2 was the inability of a merchant to sell content with a perceived value of less than .99 cents.

3 98. At all times material hereto, by reason of his relationship with **Rooke**,
4 **Rogness** also became aware of the HP SmartOrg-pre launch valuation of the **eoBuy**
5 proprietary system of \$1,300,000,000.00-U.S., Dollars.

6 99. At all times material hereto, Defendant **Rooke** entered into an agreement with
7 Defendant **Rogness** having the plan and goal of becoming equal partners in their ownership
8 interest of the **eoBuy IP**. It was agreed among them that each would seek employment with
9 **eoBuy**.

10 **DEFENDANTS ROOKE AND ROGNESS AGREEMENT**
11 **TO SEEK EMPLOYMENT AND TO OBTAIN OWNERSHIP OF EOBUY**

12 100. In or about March 2006, **Rooke** left HP as director of strategic business
13 development to seek employment with **eoBuy**.

14 101. Prior to leaving HP, fully knowing the potential value of the **eoBuy** payment
15 processing **IP** and the **Indiezone** concept, **Rooke**, contacted Fennelly and sought employment
16 with **eoBuy** claiming his "special" understanding of the **IP** and his ability to move the **IP** to
17 market through his HP and other industry contacts.

18 102. **Rooke** told Fennelly he would do so for a deferred salary and an eventual
19 ownership share in **eoBuy**.

20 103. Fennelly advised **Rooke** the he would not be able to offer him equity in **eoBuy**
21 initially but would hire him under an executive employment agreement with a partially
22 deferred salary after a trial period of employment with **eoBuy**.

23 104. In or about March 2006, **Rooke**, agreed to accept employment with **eoBuy** and
24 was engaged by **eoBuy** as a work-for-hire employee assuming the position of Chief Strategy
25 Officer and Chief Technical Officer of **eoBuy**.

26 105. In or about April-May 2006, at his request, **Rooke** was assigned to work on
27 the Companies' **IP** strategies surrounding the development of the proprietary business
28 model involving **eoBuy's** e-commerce micro processing methodology and its business

1 strategy development-deployment of an **Indiezone** sale and purchase portal for digital
2 music and other content.

3 106. In or about August 2006, at all times material hereto, not long after **Rooke** was
4 hired, **Rooke** advised Fennelly that he had a candidate to assist in the joint development and
5 deployment of the Plaintiff Corporations' marketing launch strategy for the **Indiezone**.

6 107. In or about August 2006, **Rooke** introduced **Rogness** to Fennelly wherein
7 negotiations commenced concerning their future employment.

8 108. At all times material hereto, **Rogness**, advised Fennelly that he had been an
9 independent musician and was familiar with the sale of music related to the Internet online
10 store concept and understood the barriers of entry to the e-commerce markets for sale and
11 purchases to include fractional sales and purchases below \$.99.

12 109. In or about December 2006, **eoBuy's** Board of Directors' determined that it
13 wanted to develop subsidiary entities to license **eoBuy** technologies in an industry segment
14 or vertical deployment strategy.

15 110. **EoBuy's** Board determined that the first license would be issued in a joint
16 venture with it in the development of the music portal proof of concept for the sales and
17 purchases in fractional amounts for digital music content with a new entity to be named
18 **Indiezone**.

19 111. Shareholder interest amounting to 75% ownership of the **Indiezone** founder's
20 stock was to be distributed to the shareholders of **eoBuy** and **eoBuy** itself.

21 112. Defendants **Rooke** and **Rogness** were advised of the **eoBuy** Board's decision
22 to license the **eoBuy** technology in a subsidiary wherein **Rooke** and **Rogness** seeing an
23 opportunity to gain ownership of the **IP** as it was developing advised Fennelly that they
24 wanted to help develop the **Indiezone** business model but would require employment with a
25 deferred salary and a shareholders stake of 40% of the founder's stock in **Indiezone**.

26 113. Fennelly advised **Rooke** and **Rogness** of the equity split allotted by **eoBuy's**
27 Board and that he would be unable to meet the founder's stock requested and offered the
28 remaining 20% of the total founder's stock ownership under an employee vesting package

1 to be divided among **Rooke** and **Rogness** stating to them that any change beyond 20%
2 would dilute the ownership interest of **eoBuy** equity holders, and further advised
3 Defendants that the **Indiezone** offer included vesting was firm; that unless the shareholder
4 interest and other terms-conditions of employment were accepted and agreed to in writing
5 the employment offer with **Indiezone** would be withdrawn.

6 114. In or about March 2007, **eoBuy** in preparation for the development of the
7 **Indiezone** music portal, created a new formal corporate structure forming **Indiezone, LLC**,
8 a limited liability company created as a Delaware Corporation.

9 115. In or about April 2007, Defendants **Rooke** and **Rogness** requested that
10 Fennelly split the remaining **Indiezone** founder's stock under the vesting program equally
11 among them, wherein if he did so **Rooke** and **Rogness** would each agreed to abide by the
12 terms of any written agreements specifically the terms of their shareholder interest in
13 **Indiezone**; the terms of secrecy in the development and deployment of Plaintiffs' joint **IP-**
14 **Property**; as well as an assignment of past ideas, and those developed during their
15 employment together with an express acknowledgement of authorship; their agreement not
16 to compete, and to abide by their fiduciary duties of loyalty to Plaintiff Corporations.

17 116. In or about May 2007, **Rooke** and **Rogness** executed copies of the Plaintiff
18 Corporations' Employee Invention Assignment and Confidentiality Agreements, their
19 Confirmatory Assignment Agreements and Employee and Stock Purchase Agreements
20 [from time-to-time collectively the "Agreements"], wherein each purchased 5% of the
21 **Indiezone** founder's stock.

22 117. The Agreements provided at-will employment with absolute and unconditional
23 loyalty of **Rooke** and **Rogness** as employees of **Indiezone** agreeing to the contractual terms
24 of, and for, secrecy-non-disclosure-confidentiality, non-circumvention, non-competition, non-
25 use, assignment and disclosure of all developed and to be developed **IP**; together with their
26 assignment of all of Intellectual Property Rights and/or Moral Rights.

27 118. In May 2007, Defendants **Rooke** and **Rogness** agreed, and otherwise
28 confirmed that neither had ever authored, co-authored, created or otherwise had any prior

1 intellectual property rights or moral rights for assignment and affirmed the exclusive
2 **Property** rights of the Plaintiff Corporations as to the authorship/ownership of any IP
3 and/or Trade Secrets developed in any of the areas in the e-commerce industry during their
4 employment with **Indiezone**, including micro-payments, payment platforms, content
5 monetization, ad-engines, engagement business models, etc.

6 119. All of the terms and conditions of the Agreements were in writing, and
7 executed wherein it was agreed by the parties that the terms would survive the termination
8 of the Defendants, **Rooke** and **Rogness**.

9 120. At all times material hereto, **Rooke** and **Rogness** knew and were aware of the
10 terms and conditions of their employment including the secrecy and non-compete clauses of
11 the Agreements.

12 121. At all times material hereto, **Rooke** and **Rogness** knew and were aware, that
13 Plaintiffs would rely on the Agreements in providing them with access to their **IP-Property**.

14 **PLAINTIFFS' INTENT TO MAINTAIN THE SECRECY OF THEIR IP**

15
16 122. In or about May 2007, **eoBuy** granted a restricted license of its technology to
17 **Indiezone** for the financial transaction component of its business.

18 123. Said license created restrictions in the use of the unique **eoBuy** processes-methods
19 and technology offered by **Indiezone**, wherein Defendants **Rooke** and **Rogness** knew and were
20 aware of the **eoBuy** licensing and its restrictions and Plaintiffs intent to keep their **IP** secret.

21 124. Commencing May 2007, Plaintiff Corporations required that all employee
22 communications between the California and Minnesota Offices including communications
23 with third-party customers and investor relations, and any inquiries were to be maintained
24 as e-mail files on a host Server to be preserved for **Indiezone** so as to monitor the Plaintiff
25 Corporations' business relations and communications.

26 125. The system was instituted to protect the confidential information subject to the
27 laws of California and existing Agreements executed by Defendants **Rooke** and **Rogness**
28 and all other third parties.

1 126. At all relevant times and commencing in or about May 2007, and continuing
2 until December 29, 2009, the Server was maintained for the purpose of storing e-mail,
3 processing and storing the developing collective **IP** of the Plaintiff Corporations including,
4 but not limited to, the fixed command Codes embedded in the **IP** manuscripts together with
5 the joint methods, techniques and processes of the joint **eoBuy** and **Indiezone** micro billing
6 and processing systems music portal.

7 127. At all relevant times the Server was located in the Minnesota offices of **Indiezone**
8 and was used by **Rooke** and **Rogness** for interstate commerce and e-mail communications by
9 the Plaintiff Corporations between its third-party vendors, investors and between Defendants
10 **Rogness** and **Rooke** and the California offices of Plaintiff Corporations.

11 128. At all relevant times commencing in or about May 2007, Defendants **Rogness**
12 and **Rooke** were authorized to access the Server for the limited purpose of furthering the
13 development of the Plaintiffs' **IP**.

14 129. Commencing May 2007, Plaintiffs maintained both a written copy of their
15 developing **IP** and developing Trade Secrets Manuals as well as a copy of said **IP** and Trade
16 Secret Manuals in electronic format which was password protected stored or otherwise
17 deposited-maintained on the Server.

18 130. At all relevant times material hereto, so as to monitor and limit the access and maintain
19 the Server Plaintiff Corporations instituted a policy and/or protocol of safeguarding their **IP** and
20 Trade Secrets by requiring employees to develop unique usernames and passwords when accessing
21 the Server and otherwise storing or retrieving the Companies' **IP** and Trade Secret information.

22 131. Commencing May 2007, the employee users of said Server were, on demand,
23 required to provide a written copy of their user name and access password and otherwise
24 agreed to provide a departure debriefing at the end of their employment with the Companies so
25 as to allow new employees to immediately access the Server change usernames and passwords
26 as well as retrieve Plaintiffs' **IP** and/or Trade Secrets.

27 132. From time-to-time, by reason of the ongoing development of the deployment
28 strategies for the **IP** and Trade Secrets changes were updated on the Server.

1 133. Commencing May 2007, the electronic username and password protected **IP** and
2 electronic copies of the Plaintiffs' Trade Secret Manuals were maintained on the Server in
3 Minnesota.

4 134. Commencing May 2007, **IP** and Trade Secret information was internally shared
5 and otherwise exchanged among Plaintiff Corporations via a secured e-mail network where
6 unique e-mail addresses- identifiers were created and maintained on the Server.

7 135. Commencing May 2007, Defendants **Rooke** and **Rogness** created e-mail
8 addresses using the unique identifiers todd@indiezone.com and joe@Indiezone and relevant
9 alias.

10 136. At all times material hereto, defendants were aware of the purpose of the unique
11 usernames and passwords and agreed to disclose said passwords upon demand by **eoBuy** and
12 **Indiezone**.

13 137. Said user names and passwords were unique to and known only by **Rooke** and
14 **Rogness** wherein said user names and passwords were used to maintain secrecy-monitor access
15 to the protected materials housed on the host server and used to support the development of the
16 **IP** and Trade Secret applications.

17 138. Commencing May 2007, whenever Defendants **Rooke** and **Rogness** wanted
18 to gain access to the Server they entered their unique access usernames and passwords to
19 the security systems for the Server so as to deposit and otherwise access Plaintiffs' **IP**
20 and Trade Secret Manuals in the performance of their daily duties as work for hire
21 employees of **Indiezone**.

22 139. Commencing in or about 2007 and continuing until October 2009,
23 Defendants **Rooke** and **Rogness** worked from the **Indiezone** office located in Eden
24 Prairie Minnesota and would from time-to-time visit the **Indiezone** offices located in
25 California.

26 140. Over the course of the next 18 months extensive technological and strategic
27 advancement was achieved including the development of **Indiezone Ad-Engine** a unique
28 process not generally known by the public whereby a next generation music distribution

1 platform (**Indiezone Ad-Engine**) was created which included a platform to enable
2 consumers to engage with advertisers and earn money using the **Ad-Engine** to make
3 purchases online or offline in the real world in micro-fractional sales and purchases.

4 141. The **Indiezone Ad-Engine** was designed and included a license tailored-
5 made and adapted to implementation of the **eoBuy** payment platform, wherein: 1) beginning
6 on or about July 27, 2007 Cynergy Systems, a US based software development company
7 was presented with a Request for Quote of **Indiezone's Ad-Engine in UML (Unified**
8 **Markup Language)**; 2) that on August 19, 2007, **Indiezone** submitted its UML documents
9 for software development executing a Statement of Work (SOW) with Cynergy Systems
10 resulting in the creation by Cynergy Systems of a software implementation of the **Indiezone**
11 music platform, the **Indiezone Ad-Engine** as well as a custom **eoBuy** implementation of
12 the payment technology required to underpin the transaction and accounting services of the
13 platform, together with the combined unique trade secret processes of **eoBuy** and **Indiezone**
14 **IP**.

15 142. The joint **eoBuy-Indiezone** systems were prepared for launch in beta mode;
16 wherein on February 22, 2008, as directed by Fennelly for the purpose of raising investors'
17 capital for **Indiezone's** entry into the e-commerce market and deployment of the joint
18 processes, **Rogness** created a promotional video presenting the unique features and joint
19 processes of the **eoBuy** and **Indiezone** process.

20 143. On or about June 2, 2009, the Plaintiff Corporations adopted the service mark
21 **Music.Me**, capturing the domain name and otherwise establishing Plaintiff Corporations'
22 exclusive right to ownership and use to the name chosen and assigned to their strategic joint
23 deployment of the **Indiezone Ad-Engine**.

24 **DEFENDANTS ROOKE AND ROGNESS SCHEME TO**
25 **EXTORT A LARGER SHARE IN THE OWNERSHIP OF Indie Zone**

26 144. Plaintiffs are informed and believe, based on e-mails and other documentation
27 dispatched by the Defendants **Rooke** and **Rogness** that each knew Plaintiffs' joint deployment of its **IP**
28 was soon to be released and wanted to renegotiate their contracts and equity positions with **Indiezone**.

1 145. Commencing on or September 8, 2008, **Rooke** and **Rogness** complained to
2 Fennelly that they were dissatisfied with the terms of their employment and shareholder equity
3 packages and demanded additional equity from **Indiezone** for the work they had done on the
4 development of the Companies' **IP** and Trade Secrets.

5 146. On or about September 8, 2008, notwithstanding their knowledge that, as Fennelly
6 had advised them during the negotiations for employment, they could not obtain a greater
7 shareholder interest in **Indiezone**, **Rooke** and **Rogness** presented a new business organizational
8 plan to Fennelly demanding a greater shareholder interest and/or ownership in **Indiezone**,
9 wherein in a predicate act in violation of their contractual agreements designed to extort
10 money/property from Plaintiffs, on or about September 8, 2008, Defendants **Rooke** and **Rogness**,
11 who were in Minnesota dispatched and presented a written communication, via internet
12 transmission, to the Plaintiff Corporations in California demanding a change to the capital
13 structure of the **Indiezone** equity distribution plan which was designed to accomplish their goal.

14 147. Defendants **Rooke** and **Rogness**, were demanding the creation of multiple
15 corporate entities that would act as holding companies for the **IP** developed by reason of their
16 work-for-hire employment with **eoBuy** and/or **Indiezone** and otherwise demanding a change in
17 the overall capital structure of the company with an equal split of the stock as it pertained to
18 **Indiezone** which henceforth would be carved out as a separate business entity or as demanded,
19 they would leave **Indiezone** and start a new company using what they claimed were their own
20 "ideas".

21 148. At all times material hereto, Defendants **Rooke** and **Rogness** knew that their claim
22 to leave **Indiezone** and start a new company using their own "ideas" was designed to extort a
23 new organizational plan for money-property-equity and that by making such a demand they were
24 in violation of their **at-will** employment Agreements with Plaintiff Corporation, and that their
25 conduct was designed to fraudulently circumvent and dilute the ownership interest of the **eoBuy**
26 shareholders in **Indiezone**.

27 149. On or about September 10, 2008, Fennelly, who was in California, called
28 **Rooke** and **Rogness** who were in Minnesota on the telephone advising then that they were

1 in violation of their fiduciary duties, their written Agreements with **eoBuy** and **Indiezone**
2 investors and refused to make changes in accordance with their demands; wherein Fennelly
3 demanded that **Rooke** and **Rogness** reaffirm their Agreements with **Indiezone** or conduct a
4 technology turnover meeting of the **IP** if they intended to leave their employment with
5 **Indiezone**; wherein Fennelly advised **Rooke** and **Rogness** that if a violation of their
6 Agreements occurred he would seek injunctive relief as per the terms of their Agreements
7 with **Indiezone** and all other lawful means necessary to safeguard the Companies' **IP**.

8 150. At all times material hereto, **Rooke** and **Rogness** were angered by Fennelly's
9 refusal to accept their corporate re-structuring demands and revised equity splits for the
10 Plaintiff's **IP**; wherein shortly after their conversation with Fennelly and over the course of
11 the next several days Defendants **Rooke** and **Rogness** agreed, conspired and planned among
12 themselves to execute the theft- misappropriation-infringement of Plaintiffs' **IP** and began
13 to commit certain overt and predicate acts willfully intending to sabotage and
14 misappropriate Plaintiffs' **IP** and otherwise eliminate the Plaintiff Corporations entry into
15 the digital e-commerce Internet-mobile market for sales and purchase for their own
16 commercial benefit and in the injury to Plaintiffs' business and property.

17 151. At all times material hereto, **Rooke** and **Rogness**, in furtherance of their plan,
18 fully knowing they would not honor or abide by the terms of their written Agreements with
19 **Indiezone** and otherwise honor the licensing agreement **Indiezone** had with **eoBuy**, falsely
20 advised Fennelly, during a return telephone conversation on or about November 11, 2008,
21 from Minnesota to California that the Plaintiff Corporations could rely on their promises
22 and falsely stated to Fennelly during said telephone conversation that they would each abide
23 by the terms of their written Agreements.

24 152. At all times material hereto, unbeknownst to Fennelly, although Defendants
25 **Rooke** and **Rogness** had agreed to abide by the terms of their written Agreements
26 specifically the terms of their shareholder ownership interest in **Indiezone**, the terms of
27 secrecy in the development and deployment of Plaintiffs' **Property** as well as assignment of
28 **ideas** and acknowledgement of authorship, each had agreed to move forward with the theft

1 of the Plaintiffs' **IP** and to sabotage the **Indiezone** Servers so as to delay or prevent the
 2 launch of the **eoBuy-Indiezone** joint technologies so that they could misappropriate the **IP**,
 3 be first to the market and claim authorship and ownership of said **IP**.

4 153. Thereafter, in contravention of the law, their written employment and
 5 secrecy Agreements, as well as their fiduciary obligations and oral commitments
 6 reaffirming their loyalty, defendants **Rooke** and **Rogness** in several overt and predicate
 7 acts intending to execute their plan by running the affairs of **eoBuy** and **Indiezone**, from
 8 **Indiezone's** Minnesota offices began to strategically and deliberately interfere with
 9 **Indiezone's** deployment-development timeline by sending e-mails to California
 10 intentionally misinforming Fennelly of the development progress-stages of the beta
 11 testing and deployment schedules as well as by maintaining secret communications with
 12 or otherwise withholding communications concerning inquires of potential investors and
 13 outside vendors seeking licenses from **eoBuy** and **Indiezone**.

14 154. Over the course of the next 12 months, in the performance of the scheme to
 15 defraud-infringe-control, convert and otherwise misappropriate Plaintiffs' **IP**,
 16 Defendants **Rooke** and **Rogness** committed multiple predicate acts in violation of 18
 17 U.S.C. 1961-1968, et seq.

18 **INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS;**
 19 **COPYRIGHT INFRINGEMENT; MISAPPROPRIATION NDA**
 20 **Rooke and Rogness- Interference with Prospective Business-Wire-Mail Fraud:**

21 155. That on July 7, 2009, Joseph R. Cellura, the CEO of Malibu Entertainment
 22 Group (MEG) located in Las Gatos, California made a telephonic inquiry to **Rooke** at
 23 **the Indiezone** Minnesota office asking to speak with Fennelly concerning his prior
 24 request of MEG's desire to obtain a license for use of certain **eoBuy-Indiezone**
 25 technology on behalf of MEG, and other proposed strategic partners of MEG including,
 26 My ESPN, the United States Army, Malibu Entertainment Group, Disney Enterprises,
 27 Avinci, China Wireless, Consortium Holding, Inc., Tarsin Inc., Walmart, Target,
 28 General Electric and others.

1 156. In response thereto, in the performance of the theft of Plaintiffs' IP, in
2 August 2009, over the telephone **Rooke** and **Rogness** from the **Indiezone** offices in
3 Minnesota, fully knowing and intending on fulfilling their plans to illegally seize
4 Plaintiffs' IP, and use it for their own economic advantage, in a follow-up telephone call
5 directed to the inquiry made by Cellura, did contact Cellura over the telephone, in
6 California, while intending to deceive him and so as to cause financial harm to Plaintiffs;
7 intending to further the planned theft and so as to conceal the true ownership of
8 Plaintiffs' IP did falsely advise Cellura that Fennelly was out of the country; did falsely
9 advise Cellura that Fennelly was pursuing other ventures and that he was no longer in
10 control of **eoBuy** or of **Indiezone**; did falsely advise Cellura that a new company **Two**
11 **Fish**, as controlled by **Rooke** and **Rogness**, had obtained all of the rights and IP-work
12 product from **eoBuy** and **Indiezone**.

13 157. At all times material hereto, **Rooke** and **Rogness** knew the statements made
14 to Cellura were false; were made intending to make Cellura rely on them, and were made
15 to further their plans to cause economic harm to Plaintiffs in the licensing of the IP to
16 Cellura.

17 158. At all times material hereto, in performance of the IP theft, during the period
18 of July 2009 through October 2009, including but not limited to August 10, 2009, August
19 11, 2009, August 19, 2009, September 4, 2009 and **Rooke** and **Rogness** from the **Indiezone**
20 offices in Minnesota and to Cellura at the MEG offices in California, engaged in multiple
21 electronic communication on multiple occasions wherein said communication were of a
22 false and misleading nature in the continued misrepresentation to Cellura/MEG that **Two-**
23 **Fish** was the lawful owner or authorized licensor of the **eoBuy-Indiezone** IP-processes
24 being sought by MEG.

25 **Copyright Infringement Plaintiffs' NDA-Wire Fraud:**

26 159. At all times material hereto, Plaintiff Corporations in preparation for
27 demonstrating their IP had prepared and copyrighted a Non-Disclosure Agreement (NDA)
28 which was unique to the Plaintiff Corporations in their agreement with interested third

1 parties not to disclose certain aspects of their **IP** and trade secrets and which was required to
2 be executed by third-parties, including potential investors and vendors or licensees.

3 160. On or about October 14, 2009, in performance of the **IP** theft Defendants
4 **Rooke** and **Rogness**, in an act intended to cause economic harm to Plaintiffs, fully
5 knowing that they were violating their Agreements with Plaintiffs did in violation of
6 those Agreements while falsely claiming to others their ownership-right of use in
7 Plaintiffs' copyrights and trade secrets prepared and altered an **Indiezone** NDA by
8 removing the name **Indiezone** and its logo-service mark and did insert the name "**Two-**
9 **Fish Consulting**" as the only change to the NDA where the entire content was delivered
10 to Cellura, Defendants DOE, ROE and others was otherwise unchanged.

11 161. At all times material hereto, Defendants **Rooke** and **Rogness**, in performance
12 of the planned theft and to cause economic harm to Plaintiffs, in violation of the law, and
13 the terms of their Agreements with Plaintiffs, failed to disclose to Plaintiffs the intended use
14 of the altered NDA and inquiry made by Cellura on behalf of MEG and its strategic partners
15 including, My ESPN, the United States Army, Malibu Entertainment Group, Disney
16 Enterprises, Avinci, China Wireless, Consortium Holding, Tarsin Inc., Walmart and others.

17 162. At all times material hereto, Defendants **Rooke** and **Rogness**, in performance
18 of the planned theft of Plaintiffs' **IP**, and so as to cause economic harm to Plaintiffs, in
19 violation of the law, and the terms of their Agreements with Plaintiffs, did, upon
20 information and belief, on multiple occasions deliver copies of the forgoing misappropriated
21 NDA to Cellura, Defendants DOE, ROE and others.

22 163. In particular, on December 3, 2009, in performance of the **IP** theft and
23 agreement to cause economic harm to Plaintiff Corporations, Defendant **Rogness** with the
24 knowledge-permission of Defendant **Rooke**, did via interstate electronic communications
25 delivery form Edina Minnesota commit copyright infringement of Plaintiffs' **Property** by
26 providing an altered version of Plaintiff Corporations' NDA, falsely inserting the name
27 **Two Fish Consulting**, without other changes to the content of said document, attached to
28 an e-mail sent to Cellura, in California together with the following communication a

1 statement intended to harm Plaintiffs' business-**Property** by making Cellura falsely believe
 2 that the **Two Fish** was the owner or had obtained a license from Plaintiff Corporations for
 3 use of its' **IP** in the service of MEG's business needs.

4 164. At all times material hereto, simultaneous with the dispatch of the
 5 misappropriated-infringed NDA on December 3, 2009, so as to cause Cellura to do business
 6 with Two-Fish via the Internet electronic sent a message contained the following written
 7 communication and attachment:

8 **From:** Joe Rogness <joe@two----e>
 9 **Subject:** NDA
 10 **Date:** December 3, 2009 8:29:20 AM PST
 11 **To:** Joe Cellura <divotjrc@---t.net>
 12 Joe, here is a mutual NDA for our conversation today....Joe
 13 Joe Rogness
 14 Two Fish
 15 C: 612-963-4491
 16 E: joe@two----me

17 165. That on or about December 3, 2009, Cellura in reliance on the NDA, and e-
 18 mail, from California, via the Internet returned a fully executed NDA to **Rooke** and
 19 **Rogness** who were in Minnesota, as provided to him by them.

20 166. Thereafter, all times material hereto, after receiving the NDA on or about
 21 December 3, 2009, **Rooke** who was in Minnesota, in performance of the scheme and so
 22 as to cause Plaintiff's economic harm, and induce Cellura to do business with Cellura
 23 and MEG while over the telephone with Cellura who was in California in response to an
 24 inquiry by Cellura about using **eoBuy** and **Indiezone IP** did falsely reaffirm and advise
 25 Cellura that **eoBuy** and **Indiezone** had licensed its **IP** to **Two Fish** for all purposes and
 26 that **Two Fish** would deliver the **eoBuy** micro billing system and **Indiezone Ad-Engine**
 27 platform to MEG and its potential clients.

28 167. On December 3, 2009, and continuing until at least August 2010, **Rooke**
 and **Rogness** who were in Minnesota, in performance of the scheme, and so as to cause
 Plaintiff's economic harm, sent Cellura who was in California, via Internet delivery,

1 copies of a power point presentation containing the same or substantially similar unique
 2 processes, methods and compilation of processes for use and application with My
 3 ESPN, the United States Army, Malibu Entertainment Group, Disney Enterprises,
 4 Avinci, China Wireless, Consortium Holding Inc., Target, Tarsin Inc., Walmart; together
 5 with deal points for the use of the **eoBuy** micro-billing and **Indiezone Ad-Engine**
 6 including multiple presentations electronically delivered between Minnesota and
 7 California.

8 168. The electronic dispatch across state lines of the copyrighted Plaintiffs, NDA
 9 and **IP** power point were predicate acts of criminal copyright infringement known to be a
 10 false uttering-delivered when made so as to cause Cellura to rely on and engage in
 11 commerce with **Rooke** and **Rogness** and was designed to cause economic harm to the
 12 Plaintiff Corporations by operation of the fraud, amounting to a pattern of racketeering
 13 activities wherein Cellura relied on said false statements to the detriment of MEG
 14 causing injury to Plaintiff Corporations.

15 **Fraudulent Release From Non-Competition Mail-Wire Fraud:**

16 169. At all times prior to December 3, 2009, on or about October 14, 2009, in the
 17 performance of the illegal activity, and while intending to proceed and illegally obtain
 18 control of the Plaintiffs' **IP** so as to deliver it to MEG, My ESPN, the United States Army,
 19 Malibu Entertainment Group, Disney Enterprises, Avinci, China Wireless, Consortium
 20 Holding, General Electric, Target, Tarsin Inc., Walmart and others, Defendants **Rooke** and
 21 **Rogness**, on or about October 14, 2009, via electronic transmission from Minnesota to
 22 Fennelly in California did willfully, intentionally and falsely advise Fennelly that they were
 23 requesting **Indiezone** to "*temporarily release*" them from their Non-Competition
 24 Agreement so that they could assume a temporary consulting assignment within the music
 25 industry without being in breach of the Agreements.

26 170. That at all times material hereto, Defendants **Rooke** and **Rogness** fully
 27 knowing that they had falsely advised Fennelly of their request that **Indiezone**
 28 *temporarily release* them from their Non-Compete Agreement so that they could assume

1 a temporary consulting engagement, did falsely promise to maintain the secrecy of the
2 Plaintiffs' **IP**, neither disclosing or using it in any manner; promising to return and
3 otherwise maintain the Plaintiffs' operational systems including the company Servers
4 during their absence.

5 171. That on or about October 23, 2009, **Indiezone** in reliance on the foregoing
6 representations aforesaid, and unknown to them at the time of the illegal activities
7 *temporarily released Rooke and Rogness* from the Non-Competition terms of their
8 Agreements, however, expressly demanding that they not use Plaintiffs' **IP** in any
9 manner in the future.

10 172. That unbeknownst to Fennelly, the statements were made by **Rooke** and
11 **Rogness** were untrue and made in performance of the planned **IP** theft in preparation for
12 delivery to MEG and its strategic partners including, My ESPN, the United States Army,
13 Malibu Entertainment Group, Disney Enterprises, Avinci, China Wireless, Consortium
14 Holding Inc., Target, Tarsin Inc., Walmart; made so as to induce Plaintiffs such that they
15 would rely on the statements that **Rooke** and **Rogness** were only going to be *temporarily*
16 engaged in outside consulting; and otherwise intended to eliminate the required
17 handover of technology under the control of **Rooke** in his CTO position, including
18 delivery of passwords and guidelines needed for accessing and maintaining the technical
19 **IP** infrastructure of the Plaintiff Corporations.

20 173. The statements were willful deliberate or otherwise intentional
21 misrepresentations, and/or false representations, designed to conceal the true nature of
22 their departure from **Indiezone** and intent to defraud, or otherwise induce reliance by
23 Plaintiff Corporations; wherein Plaintiffs were justifiable in their reliance; and by reason
24 of the wrongful conduct and statements made; damages have been caused to Plaintiffs
25 where monetary relief alone will not compensate Plaintiffs in their losses.

26 174. That at all times material hereto, Plaintiffs have refused to provide a release
27 from the terms of the **IP** Agreements and the terms of secrecy, non-disclosure and use and
28 entered into with **Rooke** and **Rogness**, where Defendants have and continue to unlawfully

1 misappropriate, infringe or otherwise use said **IP** without permission, consent or other lawful
 2 right.

3 **DEFENDANTS' INTERSTATE THEFT OF PHYSICAL PROPERTY;**
 4 **DEFENDANTS' COMPUTER SABOTAGE; MAIL FRAUD**

5 **Interstate Theft of Plaintiffs' Property in excess of \$5,000.00:**

6 175. At all times material hereto, Plaintiffs maintained a single restricted written
 7 copy of the Disaster Recovery Plan ("DRP") for Plaintiff Source Code and any other
 8 information or resources related to maintain the integrity of the technological systems and
 9 files as developed by **Rooke** as CTO and the **eoBuy** and **Indiezone** staffs.

10 176. At all times material hereto, DRG was maintained so as to implement and
 11 protect against loss of the Source Code and other **IP** files which took in excess of 10 years
 12 to develop with a development cost in excess of \$20,000,000.00.

13 177. At all times material hereto, Defendants **Rooke** and **Rogness** knew and were
 14 aware that in the event the system would malfunction that without a DRP and without the
 15 hand over, for the reason of the personal processes known to Rooke and incorporated in the
 16 system, the system could not be restored in the event of a systems failure.

17 178. At all times material hereto Defendants **Rooke** and **Rogness** knew and were
 18 are that they could not beat Plaintiffs with the speed to market they needed to be first unless
 19 they could disrupt-delay Plaintiffs' deployment of its **IP**; K new that they would be unable
 20 to claim first right of authorship; and knew the cloned version would openly apparent to the
 21 public and the USPTO.

22 179. That in preparation of the **IP** theft, so as to obtain an economic advantage and
 23 delay-disrupt Plaintiff deployment of its **IP**, in or about July 2009, Defendants **Rooke** and
 24 **Rogness** while visiting the California offices of **eoBuy-Indiezone** did, without the
 25 permission, consent or authority of Plaintiff Corporations, illegally obtain and remove from
 26 the California facilities of Plaintiffs' only version of the DRP other **IP** files as developed by
 27 Plaintiffs employees in the creation of the joint deployment of the **eoBuy-Indiezone Ad-**
 28 **Engine** wherein Plaintiff are informed and believe, Defendants **Rooke** and **Rogness**

1 transported said Property across state lines from California to a location in Edina Minnesota
2 so as to facilitate their illegal use-misappropriation-infringement of Plaintiffs' IP and
3 otherwise interfere with the ability of Plaintiff to be first to deploy its IP into the stream of
4 commerce.

5 180. Unbeknownst to Plaintiff Corporations, in performance of their scheme the
6 promises of **Rooke** and **Rogness** previously made and concerning their representations that
7 they would abide by their Agreements and the reaffirmation of those promises in September
8 of 2008, the statements made in October 2009, that they were only going to *temporarily*
9 engage in a consulting engagement; their promises to maintain the secrecy and refrain from
10 use of the Plaintiffs' IP; their promise to maintain the **Indiezone** Servers and return to their
11 employment with **Indiezone**, each of these statements were knowingly false when made by
12 them to induce Plaintiffs to release them from their Non-Competition Agreement; made so
13 as to conceal the truth of the actual reason for their departure and otherwise eliminate the
14 need for an early turnover of the Server and a comprehensive technical hand-off of the CTO
15 office; made so as to delay the handover of the technical infrastructure of the Plaintiff
16 Corporations joint deployment strategies; and made so as to maintain an economic
17 advantage over the Plaintiff Corporations; and so as to conceal their sabotage and the true
18 provenance of the IP.

19 181. In response thereto, Fennelly reminded **Rooke** and **Rogness** of their promises
20 not to infringe-use Plaintiffs' IP, and on December 17, 2009, **Indiezone** requested a turnover
21 of the Server and transfer, access codes, e-mails and all related data for the continued
22 operation and deployment of the Plaintiffs' IP as well as a technology hand-off from **Rooke**
23 regarding the **Indiezone** CTO office.

24 182. At all material times hereto, instead of honoring their Agreements on or about
25 December 17, 2009, in violation of their Agreements with Plaintiff Corporations so as to
26 conceal and commit the IP theft-infringement-misappropriation of Plaintiffs' **Property**,
27 **Rooke** and **Rogness** in the performance of their plan agreed between themselves to
28 sabotage the **Indiezone** Server by intentionally misdirecting, or otherwise deliberately

1 changing internal passwords, disabling access protocols; modifying the system in manner
2 which could not be detected but would disable the systems future processing capability; by
3 failing to maintain or provide guidelines to maintain access and security certificates; and by
4 refusing to conduct a technical hand-off under established industry protocols.

5 183. At all material times hereto, on or about December 29, 2009, Defendants
6 **Rooke and Rogness**, in furtherance of their planned theft of Plaintiffs' IP, agreed to commit
7 and did commit computer sabotage-espionage-theft by means of both electronic and
8 physical computer tampering, in violation of 18 USC §§1029 and 1030, where by intending
9 to sabotage the Server and cause economic harm, Defendants **Rooke and Rogness** illegally
10 accessed the Server intentionally misdirecting, or otherwise deliberately changing internal
11 passwords and removing-eliminating- erasing in excess of 20,000 electronic
12 communications—emails which were the **Property** of Plaintiffs; and did copy said **Property**
13 e-mails in both electronic and physical form thereof wherein by doing so each exceeding
14 their authorized access to the Server.

15 184. Thereafter, in performance of the scheme, on or about December 29, 2009,
16 after engaging in the foregoing illegal conduct, said Defendants, **Rooke and Rogness** did
17 from the State of Minnesota dispatch said Server for delivery to Plaintiff by placing or
18 causing the same to be placed into an authorized mail carriers for interstate delivery into the
19 State of California.

20 185. At all relevant times, by reason of the foregoing, **Rooke and Rogness**
21 intentionally eliminated Plaintiffs' ability to maintain the **Indiezone IP** as stored in the
22 Server system and unique deployment environment and thereby effectively prevented
23 **Indiezone** from raising investment funds and communicating with its vendors and entering
24 the e-commerce markets.

25 186. At all times material hereto, said acts were willful and intended to prevent
26 Plaintiffs' market deployment of the discrete jointly developed techniques of **eoBuy** and
27 **Indiezone** methodologies and processes so as to defraud Plaintiffs and so as to cause
28 economic harm to Plaintiff Corporations and others.

**ROOKE, ROGNESS, HAZEL, ASHKAR, OLIVER, AND US BANK'S
FORMATION OF AN ASSOCIATION-IN-FACT RICO ENTERPRISE**

187. After ensuring the elimination of Plaintiffs' ability to access its **IP** deployment environment, in the performance of the illegal scheme to be the first to market with Plaintiffs' stolen **IP** while falsely claiming it as their own, Defendants **Rooke** and **Rogness**, who form the hub of the criminal activity, after advancing the **IP** theft and intended injury to Plaintiffs' business from inside Plaintiff Corporations, then conspired to obtain an agreement with Defendants **Hazel**, **Ashkar** and **Oliver** so as to fund the use of the misappropriated **IP**.

188. Commencing in or about June 2009, Defendants **Rooke** and **Rogness** told **Hazel**, and **Ashkar** and **Oliver** of their plans to take and claim Plaintiffs' **IP** as their own; their plans to prevent Plaintiffs from establishing a proper claim and title to its **IP**; their plans to keep Plaintiffs out of the e-commerce market; their plans to eliminate the written code and trade secret manuals; their plan to sabotage Plaintiffs' server so as to prevent-eliminate Plaintiffs ability to enter interstate markets ahead of them; and their plans for financing, raising funds in support of their illegal activities by falsely claiming Plaintiffs' **IP** as their own, **Rooke** and **Rogness** requested the of assistance-aid of **Hazel**, **Ashkar** and **Oliver** in obtaining the funding and starting a series of corporations to present Plaintiffs' **IP** as their own so as to engage in commercial profit for themselves.

189. Notwithstanding their knowledge of the illegal conduct required of them, **Hazel**, **Ashkar** and **Oliver** agreed to aid/assist **Rooke** and **Rogness** in the misappropriation-infringement theft of Plaintiffs' **Property** by soliciting investors world-wide, via the Internet and US mails.

190. In performance and illegal use of the **IP** transactions, at a time prior to November 2011, Defendants **Rooke** and **Rogness** entered into an negotiations for an agreement with **US Bank** for the purpose of processing the **AdEngine** financial exchange-cash rewards between merchant-advertisers and consumers, wherein **US Bank**, after the fact knew, and became aware of Plaintiffs' claims for the reason that they had been informed by Plaintiffs that its **IP** was being infringed and despite said warnings **US Bank** continues in

1 the partnership with the Defendants **Rooke, Rogness and Jingit LLC** causing injury to
 2 Plaintiffs business and **Property**.

3 **THE RICO DEFENDANTS' ILLEGAL FUNDING**
 4 **AND REINVESTMENT INTO THE JINGIT ENTERPRISE**

5 191. Having illegally secured the Plaintiffs' **Property** through the agreed predicate acts
 6 accomplished, via a pattern of racketeering activity by means of computer theft and sabotage; mail
 7 fraud, wire fraud and other illegal racketeering activities, the **RICO Defendants** commencing in or
 8 about January 2010, raised and are continuing to raise capital to fund the illegal activities through
 9 placement of private debt and equity instruments using **Jingit Holdings** f/k/a 7 Ventures.

10 192. The placement of theses private debt instruments were made possible through
 11 written solicitations delivered by the **RICO Defendants** for payment into **Jingit Holdings** which
 12 were accomplished both intra-interstate domestic and foreign investment memorandums sent over
 13 the Internet and through the US mails by or caused to be so dispatched by the **RICO Defendants**.

14 193. The scheme involves the individual and collective acts of Defendants **Rooke,**
 15 **Rogness, Hazel, Ashkar and Oliver** in seeking out investors and in knowingly making false
 16 statements to investors and in the investment memorandums concerning non-existent ownership
 17 of copyright, trade-secrets, patent and trademark rights as alleged to be owned by **Jingit LLC.,**
 18 and licensed to the other **Jingit Entities**, wherein the **IP** is actually original to, and is the
 19 exclusive **Property** of Plaintiff Corporations.

20 194. The funding memorandum falsely asserts an exclusive right of ownership to
 21 Plaintiffs' **Property**, whereby the Defendants via **Jingit Holding** falsely claim to be the
 22 inventors with right of authorship of the Plaintiffs' **Property** escalating to improperly
 23 asserting the pending registration of the copyrights, trademarks and patents commencing
 24 2010 and continuing to date; wherein in addition the Defendants **Rooke, Rogness, Hazel,**
 25 **Ashkar and Oliver** falsely assert that **Jingit Holding's** has been granted USPTO
 26 provisional approvals of Plaintiffs' **Property** falsely claiming it as Patentable works.

27 195. That at all times herein after mentioned, on February 18, 2010, unbeknownst to
 28 investors and under the cover of **7 Ventures**, Defendants **Rooke, Rogness and Ashkar** as officers

1 of **7 Ventures**, in furtherance of the ***Jingit Enterprise***, and so as to cause Plaintiffs economic harm,
2 did from the State of Minnesota, electronically file a Regulation D Offering statement with the
3 United States Securities and Exchange Commission wherein the sum of \$115,000.00 was raised by
4 falsely claiming in the placement memorandum ownership of Plaintiffs' **IP**.

5 196. That at all times herein after mentioned, on April 8, 2010, unbeknownst to
6 investors under the cover of **Jingit Holding f/k/a 7 Ventures**, Defendants **Rooke, Rogness**
7 and **Ashkar** as officers of **Jingit Holding**, in furtherance of the ***Jingit Enterprise***, and so as
8 to cause Plaintiffs economic harm, did from the State of Minnesota, electronically file a
9 Regulation D Offering statement with the United States Securities and Exchange
10 Commission wherein the sum of \$385,000.00 was raised by falsely claiming in the
11 placement memorandum ownership of Plaintiffs **IP**.

12 197. That at all time herein after mentioned, on January 6, 2011, unbeknownst to
13 investors under the cover of **Jingit Holding** Defendants **Rooke, Rogness** and **Ashkar** as
14 officers of **Jingit Holding**, in furtherance of the ***Jingit Enterprise***, and so as to cause
15 Plaintiffs economic harm, did from the State of Minnesota, electronically file a Regulation
16 D filing statement with the United States Securities and Exchange Commission wherein the
17 sum of \$280,000.00 was raised by falsely claiming in the placement memorandum
18 ownership of Plaintiffs' **IP**.

19 198. That at all times herein after mentioned, on February 10, 2011, unbeknownst
20 to investors under the cover of **Jingit Holding** Defendants **Rooke, Rogness, Hazel**, and
21 **Ashkar** as officers of **Jingit Holding**, in furtherance of the ***Jingit Enterprise***, and so as to
22 cause Plaintiffs economic harm, did from the State of Minnesota, electronically file a
23 Regulation D Offering statement with the United States Securities and Exchange
24 Commission wherein the sum of \$385,000.00 was raised by falsely claiming ownership of
25 Plaintiffs' **IP**.

26 199. That at all time herein after mentioned, on November 19, 2012 unbeknownst to
27 investors under the cover of **Jingit Holding** Defendants **Rooke, Rogness, Ashkar** and **Oliver** as
28 officers of **Jingit Holding**, in furtherance of the ***Jingit Enterprise***, and so as to cause Plaintiffs

1 economic harm, did from the State of Minnesota, electronically filed a Regulation D Offering
2 statement with the United States Securities and Exchange Commission wherein the sum of
3 \$6,999,000.0 was raised by falsely claiming ownership of Plaintiffs' IP.

4 200. That on or about the dates alleged above Defendants **Rooke, Rogness,**
5 **Ashkar, Hazel and Oliver** conducted false and misleading financial transactions, wherein
6 the financial transactions and the proceeds in the amounts and on the dates set forth above
7 were accomplished via interstate electronic transactions-communications, while falsely
8 claiming in those transactions ownership of Plaintiffs' IP, where by and having used
9 unlawful means and activities in the theft of Plaintiffs' IP each of the **RICO Defendants**
10 knew the funding-transaction involved the proceeds of the IP theft and other unlawful
11 activity; where each **RICO Defendant** intended to promote the carrying on of the IP theft
12 and other unlawful activity; where each **RICO Defendant** conducted the illegal financial
13 transaction from the State of Minnesota with knowledge that the transactions were
14 designed, in whole or in part, to conceal or disguise the nature, location, source, and/or
15 ownership arising from the theft of Plaintiffs' IP; where each Defendant conducted the
16 financial transaction with the knowledge that the transaction was designed in whole or in
17 part to affect interstate commerce in the commission of commercial fraud under both state
18 and federal law and further designed to injure the Plaintiffs business-property.

19 201. Thus far, by falsely claiming ownership of Plaintiffs' IP, Defendants **Rooke,**
20 **Rogness, Hazel, Ashkar and Oliver** by way of **Jingit Holdings**, have raised in excess of
21 \$9,000,000.00. The funds raised by the **RICO Defendants**, are being used to further the
22 illegal operations and for the **Jingit Enterprise** in the continued systematic and illegal
23 deployment of Plaintiffs' IP.

24 202. The continuing criminal cycle of obtaining funding while falsely claiming
25 ownership of Plaintiffs' IP is used to support the ongoing illegal activities of both the **Jingit**
26 **Enterprise** and has cause injury to the Plaintiffs in allowing Defendants to maintain a
27 continuing financial advantage over the Plaintiffs' deployment and Plaintiffs strategic entry
28 into the market.

1 203. To further the illegal activities of *RICO Defendants, Rooke and Rogness*
 2 have filed a false and misleading patent application with the USPTO using investors' funds
 3 to run the website **Jingit.com** as owned by **Jingit LLC**.

4 **ROOKE AND ROGNESS PLAN TO CLAIM THE IP AS FIRST AUTHORSHIP;**
 5 **FRAUD IN OBTAINING COPYRIGHT APPROVALS, PATENTS, AND**
 6 **TRADEMARK REGISTRATIONS**

7 204. That at all times material hereto, without a licensing agreement to show
 8 investors **Rooke and Rogness** knew and were aware that they would have to claim that
 9 they were the original authors of Plaintiffs' IP wherein the investment community in
 10 Silicon Valley and elsewhere were, as was Cellura, skeptical about the provenance and
 11 original authorship claims of **Rooke and Rogness** as to Plaintiffs' IP without proof of
 12 ownership.

13 205. At all times material hereto, *RICO Defendants* were aware that in order to
 14 obtain a copyright, patent or trademark an applicant is required to attest to the truth and
 15 accuracy of the statements made in obtaining a registration, and further swearing in sum and
 16 substance that the applicant is the owner of the copyright, patent, trade name, trademark or
 17 service mark sought to be registered and no other person, firm, association, union or
 18 corporation has the right to such use in such class, either in the identical form described, or
 19 in any such resemblance.

20 206. At all times material hereto, *RICO Defendants* were aware that intentional
 21 material misstatements are incompatible with the administration of intellectual property
 22 rights, and are grounds for invalidation and unenforceability of any application.

23 207. That at all times material hereto **Rooke and Rogness** knew that they could not
 24 provide a proper provenance and claims of original authorship or license to investors
 25 concerning their claim to the Plaintiffs IP, and knew that unless they could provide
 26 registrations with the USPTO as a patent they could not raise capital, wherein each knew
 27 that they would have to disguise or otherwise conceal for the USPTO the Plaintiffs' IP
 28 claiming it as their own, or risk the fact that any application would be rejected by the

1 USPTO, each agreed to filing of false statements, patents and otherwise invalid patents so
2 as to obtain USPTO approval of their application as proof of ownership for investors.

3 208. At all times material hereto, **RICO Defendants** were aware of the policy
4 adopted by **eoBuy** and **Indiezone** as recommended by their attorneys that in house
5 copyright would be adopted until such time that Plaintiff Corporations were ready to jointly
6 deploy their **IP**.

7 209. At all times material hereto, **RICO Defendants** were aware that Federal laws
8 and regulations govern copyright approval, patents and trademark registrations which
9 impose duties of candor and reasonable inquiry and the duty to disclose the truth upon all
10 applicants in their filings.

11 210. At all times material hereto, relying on the internal policy established by
12 Plaintiff Corporations concerning internal copyrighting, **RICO Defendants Rooke** and
13 **Rogness** did willfully file false statements in applications to the USCO and USPTO Offices
14 for copyrights, patents and trademark registrations in violation of 18 USC 1001, wherein
15 both falsely acknowledged in sworn declarations the original authorship or Plaintiffs' **IP**.

16 211. At all times material hereto, **RICO Defendants** were aware that federal laws
17 provide for the invalidation and unenforceability of copyrights, patents, and trademarks
18 which are obtained through fraud and other inequitable conduct.

19 212. At all times material hereto, **RICO Defendants** were aware there are serious
20 consequences of fraud in obtaining copyright approval, patent and trademark registrations;
21 each are set out in the law and regulations of the USCO and USPTO and US Codes and that
22 despite said knowledge **RICO Defendants** did willfully submit false statement to the USCO
23 and USPTO falsely claiming ownership and otherwise disguising the Plaintiffs **IP**
24 presenting it as their own.

25 213. Each discrete step in the filing scheme is narrowly tailored to isolate the truth
26 concerning the true original authorship-ownership of the Plaintiff Corporations **IP** falsely
27 portraying that the copyright, patent or trademark applications as valid, and that any given
28 belief as to the pending application is reasonable.

214. Each of the copyrights, patents and trademark registrations were submitted improvidently to the USPTO by use of the Corporate Enterprise in furtherance of the Association Enterprise because of ***RICO Defendants*** fraud in disclosure of the Plaintiff Corporations ownership claims; fraud in the claimed use and processes of the IP; that whatever unregistered rights remain asserted by ***RICO Defendants*** were asserted fraudulently, involving material misstatements and omissions to the public and the government and are unlawful because they violate the duties of candor and of reasonable inquiry that are imposed on every applicant to the USCO and USPTO.

215. In furtherance of their overt conduct and their planned theft of Plaintiffs' IP, ***RICO Defendants Rooke*** and ***Rogness*** intentionally and willfully omitted from the Jingit application(s) with the US government the true details of the original authorship-ownership of the copyrights, patents and trademarks and processes for the purpose of furthering the illegal acts of the Enterprise(s).

216. Plaintiffs are currently seeking invalidation by filing objections with the USPTO of the ***RICO Defendants*** false and misleading claims of ownership and the attempt to mislead or disguise the IP as something other than what it is claimed to be.

217. Plaintiffs are the filed owners of their IP copyright-copyrightable Property as lodged with US Copyright Office as pending and which exists beyond and in addition to their in house claims.

THE CONTINUING PATTERN OF RACKETEERING ACTIVITIES; COPYRIGHT, TRADEMARK, AND TRADE DRESS INFRINGEMENT

218. On or about January 1, 2010, by reason of the NDA provided to CEO Cellura in December 3, 2009, ***Rooke*** and ***Rogness***, who were in Minnesota in furtherance of the Enterprises goal to exploit the belief by Cellura, who was in California, via the telephone stated that **Two Fish** would provide Media and its vendors a license and master services agreement sanctioned and otherwise granted to **Two Fish** from **eoBuy** and **Indiezone** and to include the **eoBuy-Indiezone Ad-Engine IP** services for micro service billing.

219. On January 1,4,5,7,11,12, 2010, February 1,2,2,10, 12, 2010 ***Rogness*** who was in Minnesota, in furtherance of the Enterprise, and so as to cause Plaintiffs

1 economic harm, sent Cellura, who was in California via electronic delivery, the **Two**
2 **Fish** Media PowerPoint presentation containing the ENTIRE content titled
3 MEGINTRODUCTIONV1.

4 220. That in furtherance of the Enterprise, and so as to cause Plaintiffs economic
5 harm, on or about January 5, 2010, **Rooke** and **Rogness** adopt the name **7 Ventures** using
6 it inter-changeably and from time-to-time replacing the **Two Fish** name as the vehicle for
7 operating the Enterprise.

8 221. That in furtherance of the Enterprise, on or about January 7, 2010, **Ashkar**
9 who was in Minnesota, in furtherance of the Enterprise, and so as to cause Plaintiffs
10 economic harm, sent Cellura who was in California via electronic delivery, an approval of
11 the Malibu Entertainment Group slide deck and presentation.

12 222. That in furtherance of the Enterprise, on each of the foregoing dates **Rogness**
13 who was in Minnesota, in furtherance of the Enterprise, and so as to cause Plaintiffs
14 economic harm in response to Cellura, who was in California in response to his inquiry via
15 an electronic delivery to Cellura, wherein **Rogness** offered a slide deck and other to written
16 aids, via the internet to include use of **eoBuy-Indiezone IP** services for micro service
17 billing for a project involving the US Army as administered by US Army Colonel Derik
18 Crotts.

19 223. That in furtherance of the Enterprise, on January 7, 2010, **Rogness** who was in
20 Minnesota, in furtherance of the Enterprise, and so as to cause Plaintiffs economic harm,
21 sent Cellura who was in California via electronic delivery, the **Two Fish** the master services
22 distribution Agreement wherein **Rogness** in coordination with **Ashkar** who was in
23 Minnesota advised Cellura that they would roll the **Indiezone IP** into MEG and that they
24 could pass the processing transaction on to aVinci which would allow MEG to collect
25 royalties from aVinci and split on the **eoBuy** micro transaction income with **Two Fish**.

26 224. On January 7, 2010, **Rooke** and **Rogness** who was in Minnesota, in
27 furtherance of the Enterprise, and so as to cause Plaintiffs economic harm, sent Cellura who
28 was in California, via electronic delivery, their demand with the deal points for the use of

1 the **eoBuy** micro billing and **Indiezone Ad-Engine** in a corporation called China Wireless.

2 225. At all times material hereto Pat Shuster was an agent, servant and/or employees of
3 MEG acting at the direction of and with the permission, consent and authority of Cellura wherein
4 he communicated with either **Rooke** and/or **Rogness** over the telephone or via e-mails.

5 226. Commencing on or about January 10, 2010, during a telephone conversation
6 **Rogness** who was in Minnesota advised Cellura who was in California, and Pat Shuster,
7 who was upon information and belief was in Georgia, in furtherance of the Enterprise, and
8 so as to cause Plaintiffs economic harm, that the **IP** technology and platform would support
9 both federated and non-federated micro transactions.

10 227. On or about January 19, 2012, Cellura who was in California requested that
11 **Rogness** who was in Minnesota send a letter to US Army Colonel Derik Crotts detailing the **IP**.

12 228. Commencing on or about January 19, 2010, in furtherance of the Enterprise
13 **Rogness** who was in Minnesota dispatched Pat Shuster, who was upon information and
14 belief was in Georgia via the internet so as to cause Plaintiffs economic harm, an
15 agreement exchanged, for the use of the Plaintiffs' **IP** technology and platform to be
16 provided for use by aVinci.

17 229. On February 17, 2010, **Rooke** and **Rogness** who were in Minnesota, in
18 furtherance of the Enterprise, and so as to cause Plaintiffs economic harm, sent Cellura who
19 was in California, via electronic delivery, a contract so as to provide use of Plaintiffs' **IP** for
20 a California based mobile phone platform company called Tarsin Inc.

21 230. On February 25, 2010, **Rogness** who was in Minnesota, in furtherance of the
22 Enterprise, and so as to cause Plaintiffs economic harm, sent to Cellura in California, Pat Shuster
23 in Georgia and John Osborne, CEO of Tarsin who was also in California, via electronic delivery,
24 a slide deck with an outline of the plan and players to provide use of Plaintiffs' **IP** for Tarsin Inc.

25 231. At all times hereinafter mentioned, to March 11, 2010, **Rooke** and **Rogness**
26 while in Minnesota, in furtherance of the Enterprise, and so as to cause Plaintiffs
27 economic harm provided-delivered Plaintiffs' **IP** to aVinci for its use in the sale of online
28 products while using the Plaintiffs' **eoBuy**—payment processing platform and Indiezone's

Ad Engine technology. joint **IP** e-commerce micro transaction processing and **Ad Engine**.

232. That at all times hereinafter mentioned, on May 17, 2010, Defendants **Rooke** and **Rogness** who were in Minnesota, in furtherance of the Enterprise, and in criminal act of infringement-misappropriation demanded payment for use of the **7 Ventures (formerly Two Fish)** payment system advising Cellura that they want to be paid for work from November 9, 2009 thru February 10, 2010.

233. On or about June 12, 2010, Cellura who was in California requested that **Rogness** who was in Minnesota provide a copy of the license agreement as claimed provided by **eoBuy** and **Indiezone** allowing **Two Fish** to use Plaintiffs' **IP** under the license so as to issue a use license to MEG as they claimed was provided by Plaintiffs' to them.

234. On or about June 12, 2010, **Rogness** and **Rooke** recognizing that they would be unable to produce the requested license agreement demanded by Cellura ceased communications with him.

THE ILLEGAL PARTNERSHIPS' INFRINGING USE OF PLAINTIFFS' COPYRIGHT, TRADE DRESS, AND TRADE SECRETS- SECONDARY AND VICARIOUS

235. At all times hereinafter mentioned, the Plaintiffs' **IP** is composed of original authorship of copyrighted-copyrightable works, portions of Plaintiffs' trade secrets, unique processes developed at the time **Rooke** and **Rogness** were work-for-hire employees.

236. At all times material hereto, the Enterprise members in violation of their Agreements cloned, copied-infringed-misappropriated or otherwise processed and publically disclosed the joint **IP** works, causing other to infringe on Plaintiffs' **IP** works products, methods, techniques and processes of **eoBuy** and **Indiezone** falsely claiming said **IP** as their own.

237. The planned theft of Plaintiffs' **IP**, which appears to have been in the making for some time prior to uncovering the illegal acts herein alleged was first introduced to the mass public and outside of beta testing at the "**Finnovate Conference Showcasing the Future of Financial & Banking Technology**" in September 2011 when **Jingit Holdings**

1 falsely introduced **Jingit.com** while deploying Plaintiffs' unique **Music. Me. Ad Engine**
2 concept for instant sale, purchases and payment by merchants-sponsors.

3 238. At all times hereinafter mentioned, in or about August 2011, notwithstanding
4 their written Agreements otherwise, Defendants **Rooke** and **Rogness** and certain Doe and/or
5 Roe Defendants, in furtherance of the Enterprise racketeering activities, so as to cause
6 Plaintiffs economic harm, without the permission consent or authority of the Plaintiff
7 Corporations, after illegally accessing or exceeding their authorized access authority of the
8 company Server/s did enter into a partnership agreement with Defendant **US BANK** for the
9 purpose of illegally using Plaintiffs' **IP** so as to engage **eoBuy's** micro processing and
10 **Indiezone's** unique **Ad Engine** concept over **US BANK's** interstate banking network.

11 239. At all times hereinafter mentioned, prior to after August 2011, **US Bank**
12 agreed to allow its banking charter and interstate banking network to be used to facilitate
13 the interstate banking for the debit card processes of proceed via the **Jingit.com** portal in
14 manner where the deployment of the **IP** engaged for e-commerce micro payment
15 transactions and ad sponsor payments allowing **Jingit.com** members to open deposit
16 accounts with **US BANK** and obtain a **Jingit** Debit Card for deposit and debit purchase
17 transactions.

18 240. At all times hereinafter mentioned, the deployment was accomplished in a
19 manner such that **US BANK** would have the exclusive access to the infringing **IP** users via
20 the **Jingit.com** website.

21 241. That after discovering the presence of **US BANK** on the **Jingit.com** beta
22 website in or about November 2011, Fennelly did contact **US BANK**, notifying **US BANK**
23 of the infringement and misappropriation and illegal use of Plaintiff's **IP**; that there was no
24 right to use or licensed issued to **Rooke**, **Rogness** or **Jingit LLC** and that the use of
25 Plaintiffs' **IP** was illegal, wherein Fennelly demanded that **US BANK** cease and desist from
26 the unauthorized use of the Plaintiff Corporations **IP**.

27 242. At all times hereinafter mentioned, after November 2011, **US BANK** knew
28 and was aware of the claims of Fennelly on behalf of the Plaintiff Corporations and,

1 notwithstanding notice to it, continued to use its banking charter and interstate banking
 2 network to facilitate the means for interstate banking and debit card processing of the e-
 3 commerce micro payment transaction and ad sponsor payments by issuing the **Jingit** Debit
 4 Card for processing the cloned **eoBuy** e-commerce micro billing platform the cloned
 5 **Indiezone Ad-Engine** by infringing **Jingit.com** users.

6 243. That at all times hereinafter mentioned, prior to November 2011 and
 7 continuing **US BANK** has caused or otherwise facilitated the infringement of Plaintiffs' **IP**
 8 and caused economic harm to the Plaintiff Corporations.

9 10 **FORMATION AND CONTINUED OPERATIONS** 11 **OF THE JINGIT ENTERPRISE**

12 244. **Rooke, Rogness Hazel, Ashkar, Jingit LLC., Music. Me, and US Bank**
 13 are all *persons* within the meaning of RICO, 18 U.S.C. §1961(3) separate and distinct
 14 from the *Enterprise Entities* and hereafter collectively constitute the *RICO*
 15 *Defendants* as an association in fact.

16 245. By their agreed conduct the *RICO Defendants*, operate the affairs of the
 17 *Jingit Enterprise* through the *Jingit Enterprise Entities* under the names **Jingit LLC.**
 18 **Muisc.Me., Jingit Holdings, and Jingit Financial Services.**

19 246. To further their scheme, once the Plaintiffs' **IP** was secured the *RICO*
 20 *Defendants* created **Jingit, LLC., Muisc.Me, Jingit Holdings, and Jingit Financial**
 21 **Services** wherein **Rooke and Rogness** are the majority membership owners and/or
 22 officers of the aforesaid entities who, together with the assistance of **Hazel and**
 23 **Ashkar**, who are also membership owners and/or employees of these entities, run
 24 manage or otherwise control the day-to-day affairs and operations of these companies
 25 so as to develop the incremental deployment of Plaintiffs' **IP** into new entities directly
 26 in competition with **eoBuy** and **Indiezone.**

27 247. Collectively, **Rooke, Rogness, Hazel and Ashkar, US Bank, Jingit**
 28 **LLC., Muisc.Me, Jingit Holdings, and Jingit Financial Services** together with

1 **Abena, Fleming, Frawley, Moorehouse, Ohlsen, James, Davis, Karls, Walmart,**
 2 **General Electric, Target, DOE(s) and ROE(s),** constitute the *Jingit Enterprise*
 3 where each are used or being used, from-time-to-time, as vehicles for the illegal
 4 activities of the *RICO Defendants* in their false claims of ownership to Plaintiffs' IP,
 5 and in the operations of the affairs of the *Jingit Enterprise* in raising capital and
 6 illegally deploying Plaintiffs IP on the **Jingit.com** Website.

7 248. Portions of the *Jingit Enterprise* as individual entities often operate as
 8 legitimate businesses performing corporate functions in sales, purchasing, marketing,
 9 licensing and otherwise engaging in other lawful activities.

10 249. In spite of the often legitimate corporate undertaking, the *RICO*
 11 *Defendants* act to use the identities of the *Jingit Enterprise* to strategically and
 12 systematically invest the illegal capital raised by **Jingit Holdings** so as to maintain
 13 control and run the affairs of the legitimate operations of the *Jingit Entities* including
 14 the payment of rent, salaries, and insurance, taxes and other routine operating
 15 expenses.

16 250. **Jingit Holdings** is the entity which is used to maintain the claimed
 17 ownership of the **eoBuy** micro billing system and **Indiezone Ad Engine**; and was
 18 established to file patents with the USPTO and used by the *RICO Defendants* to raise
 19 capital for the operation of the remaining *Jingit Enterprise Entities*.

20 251. **Jingit Financial Services** is the entity which is used to issue vendor
 21 licenses of Plaintiffs' misappropriate IP and is the vehicle from which the *RICO*
 22 *Defendants* control the delivery of the Plaintiffs IP to merchants including the nominal
 23 Defendants, **Walmart, General Electric and Target** and others.

24 252. **Jingit LLC.**, features **Jingit.com** as it Website and is directly infringing
 25 or otherwise illegally using Plaintiffs' proprietary features developed for the **Indiezone**
 26 **Ad-Engine** and its methods processes-codes, as well as Plaintiff **Indiezones'** trade
 27 dress-mark **Music. Me**, together with the illegal use of Plaintiffs' proprietary
 28 processes, methods and features of the **eoBuy** micro billing system and is the vehicle

1 used to control consumer and merchant transaction as aided by **RICO Defendant US**
 2 **Bank.**

3 253. **Rooke and Rogness** as the majority shareholders and/or officers of the
 4 **Jingit Enterprise Entities** together with the assistance of **Hazel and Ashkar** and **US**
 5 **Bank** use the façade of the legitimate operations of the **Jingit Enterprise** to conceal
 6 their illegal conduct including the infusion of cash and the systematic and incremental
 7 deployment of Plaintiffs' misappropriated IP.

8 254. In each instance, **Rooke, Rogness, Hazel and Ashkar, Jingit Holdings**
 9 **Jingit LLC., Music. Me, Jingit Financial** and **US Bank** are willfully engaged in a
 10 continuing cycle of illegal use of Plaintiffs' IP, including their copyright-works,
 11 copyrightable-works, trade secrets, service mark and other **Property**.

12 255. **The IP** has been intentionally and strategically released in incremental
 13 phases through the **Jingit Enterprise Entities** allowing for the repeated illegal
 14 investment of funds raised by falsely claiming ownership of Plaintiffs' IP.

15 256. The operations of the **Jingit Enterprise Entities** by means of reinvestment
 16 and use of the proceeds of funds raised by the racketeering activities of the **RICO**
 17 **Defendants** through the use of **Jingit Holdings** has directly cause harm to Plaintiffs
 18 business and **Property**.

19 257. The daily operations are controlled by **Rooke, Rogness, Hazel and**
 20 **Ashkar, US Bank, Jingit LLC, Music. Me, Jingit Holdings, Jingit Financial**
 21 **Services** together with other corporate officer/directors/employees of **Jingit LLC.,**
 22 **Abena, Fleming, Frawley, Moorehouse, Ohlsen, James, Davis, Karls,** who are each
 23 aware of the illegal source of the IP, and who despite their knowledge assist and
 24 otherwise aid the continuing acts of racketeering by assisting the **RICO Defendants** in
 25 branding Plaintiffs' IP as their own using the misappropriated-infringed IP including
 26 trade mark and dress **Music. Me LLC.,** in electronic format over the Internet.

27 258. In each instance, despite their knowledge of the misappropriation-
 28 infringement **Rooke, Rogness, Hazel and Ashkar, US Bank, Jingit Holdings, Jingit**

1 **Financial Services** and **Jingit Investments** along with **Abena, Fleming, Frawley,**
 2 **Moorehouse, Ohlsen, James, Davis, Karls,** have built and launched the Website
 3 **Jingit.com** wherein each has caused the direct and secondary infringement of Plaintiffs'
 4 IP and thus allowed the RICO Defendants the opportunity to continue raising capital via
 5 the US Mails and Internet under the false claims or ownership in Plaintiffs' IP.

6
 7 **DEFENDANTS' SECONDARY AND VICARIOUS USE OF PLAINTIFFS'**
 8 **COPYRIGHT, TRADE DRESS, AND TRADE SECRETS**

9 259. At all times hereinafter mentioned, in or about November 2011, **Jingit LLC,**
 10 and certain Doe and/or Roe Defendants, in furtherance of the **Jingit Enterprise,** and via
 11 racketeering activities, so as to cause Plaintiffs economic harm, did enter into a sponsorship
 12 agreement with Defendant **Kraft Foods, GE Lighting** and **Walmart** for the purpose of
 13 using Plaintiffs' IP.

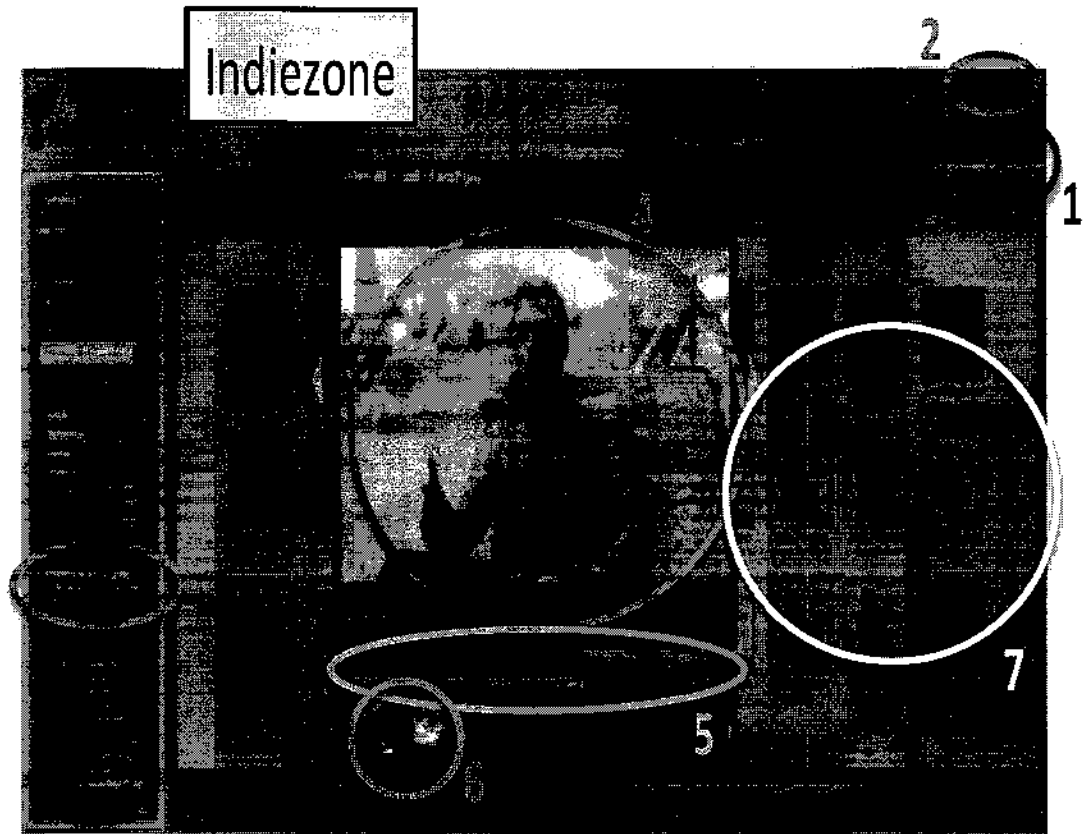
14 260. That at all times hereinafter mentioned, prior to November 2011 and
 15 continuing **Kraft Foods, GE Lighting** and **Walmart** have offered incentives to consumers
 16 by provided cash rewards to consumers and for advertisement engagement exchange and
 17 have facilitated the infringement of Plaintiffs' IP by their sponsorship of the **Jingit.com**
 18 **Website** which has cause economic harm to the Plaintiff Corporations.

19 261. That the use of Plaintiff IP was without, Plaintiffs' permission, consent or
 20 other lawful authority.

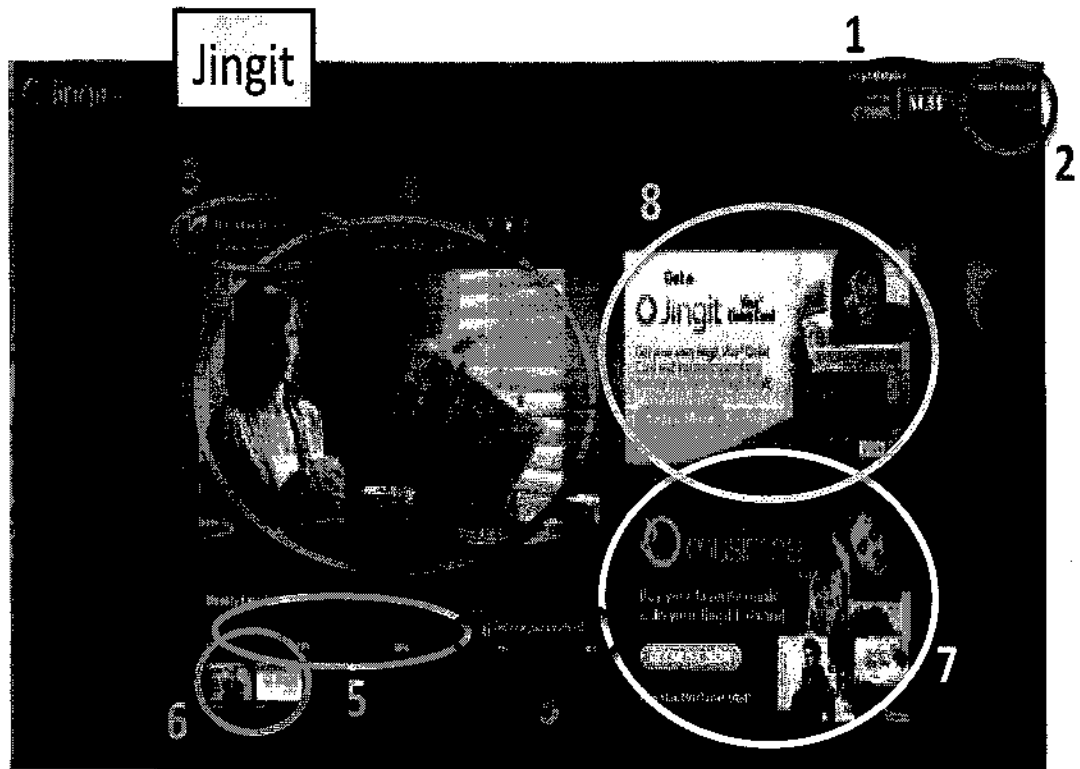
21 **MISAPPROPRIATION- INFRINGEMENT OF COPYRIGHT, TRADE DRESS, AND**
 22 **FUNCTIONAL SIMILARITIES OF EOBUY'S AND INDIEZONE'S BUSINESS**
 23 **MODELS OF THE JINGIT ENTERPRISE**

24 262. **Jingit.com** is the clone of **Indiezone, Indiezone's** identical functionality is in
 25 almost every feature offered by **Jingit.com** with almost identical user interface.

26 263. **Jingit.com** offers and its operations incorporate 8 identical features developed and
 27 unique to **Indie Zone's** featured operations under its trade secret applications and in the
 28 compilation of the Plaintiffs' joint IP.



vs.



1 264. The features 1-8 above are identified in the screenshots and their functionality
 2 and/or methods-processes infringe or otherwise misappropriate using the unique methods
 3 and processes of Plaintiffs' propriety IP-trade secrets, trademark and trade-dress including:

- 4 #1 Bank Total;
- 5 #2 Login;
- 6 #3 Increase your pay;
- 7 #4 Streamed Ad content;
- 8 #5 Progress bar;
- 9 #6 Ad queue;
- #7 Link to content;
- #8 Co-operation-Partnership with a bank.

10 265. Each of the features 1-8 were developed during a time that **Rooke** and
 11 **Rogness** were work-for-hire employees of **Indiezone**.

CAUSES OF ACTION

Count I.

Violations of 18 U.S.C. § 1962(a)

*(*RICO Defendants Rooke, Rogness, Hazel Ashkar and Oliver*) *

16 266. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs
 17 numbered "1" through "264" with the same force and effect as though set forth herein.

18 267. *RICO Defendants Rooke* and **Rogness** are members/owners and/or officers-
 19 employees of the *Jingit Enterprise Entities* who, together with the assistance of *RICO*
 20 *Defendants Hazel, Ashkar, and Oliver* who are also members/owners and/or officers-
 21 employees of the *Jingit Enterprise Entities*, together **Jingit LLC.**, and **US Bank** have
 22 misappropriated-infringed Plaintiffs' IP through a pattern of racketeering activity, and then
 23 by falsely claiming ownership of Plaintiffs' IP, they raised funds which were deposited into
 24 **Jingit Holdings**.

25 268. That manner in which the Plaintiffs' misappropriated-infringed IP was
 26 acquired and used to raise funds into **Jingit Holdings** is separated and distinct from the
 27 *RICO Defendants* false claims of authorship to Plaintiffs' IP and right of patents as filed
 28 with the USPTO which has allowed the *RICO Defendants* to establish the *Jingit Enterprise*

1 **Entities** and launder those funds in their reinvested into both **Jingit LLC.**, and **Jingit**
 2 **Financial Services LLC.**, where these entities systematically and incrementally illegally
 3 deploy Plaintiffs' **IP** causing injury to Plaintiffs' business and **Property**.

4 269. The **RICO Defendants** did not merely reinvest the proceeds of the
 5 racketeering activity used to raise the funds back into the same entity **Jingit Holdings**, but
 6 rather they used the fraudulently obtained funds to establish and support the day-to-day
 7 operations of the new **Jingit Enterprise Entities Jingit LLC.**, and **Jingit Financial**
 8 **Services LLC.**, falsely claiming patents and featuring Plaintiffs' trademark **Music.Me** and
 9 the micro payment processing and rewards exchange methods of the **AdEngine** on the
 10 **Jingit.com Website**.

11 270. The illegal Server sabotage, theft of the DRG, which has allowed the false
 12 claims of ownership and investment has resulted in the incremental deployment of
 13 Plaintiffs' **IP**, has and continues to cause economic harm to Plaintiffs in the continued
 14 interference and derailment of Plaintiffs' entry into the commercial e-commerce markets.

15 271. The theft-misappropriation infringement was committed in a manner designed
 16 to avoid detection of the **RICO Defendants** fraud and accomplished by using the facilities
 17 and powers of the mail and wire services and interstate commerce in the combined cover of
 18 the **Jingit Enterprise Entities**.

19 272. The **Jingit Enterprise** is a devise, a Scheme or artifice used by the **RICO**
 20 **Defendants** to defraud Plaintiffs and others for the purpose of executing such Schemes or
 21 artifices or attempting to do so, where the **Jingit Enterprise Entities** and **RICO**
 22 **Defendants** and all remaining Defendants constitute an *association-in-fact enterprise to*
 23 which from time-to-time has on multiple occasions by way of **RICO Defendants** and others
 24 placed into the hands of an authorized carrier for mail and wire services sent and delivered
 25 by the such carriers, and knowingly caused to be delivered, matters and things intended to
 26 accomplish the goals of the **RICO Defendants**.

27 273. In the performance of the fraud the **RICO Defendants** devised a Scheme or
 28 artifice to defraud Plaintiffs and others for the purpose of executing such Scheme or artifice

1 or attempting to do so in the theft of Plaintiffs' **Property** where the ***RICO Defendants*** caused
 2 to be placed with an authorized carrier for mail delivery, a knowingly sabotaged computer-
 3 server in manner designed to accomplish the Scheme and goals of the ***RICO Defendants***.

4 274. In the performance of the fraud the ***RICO Defendants*** devised a Scheme or
 5 artifice to defraud Plaintiffs and others for the purpose of executing such Scheme or artifice
 6 or attempting to do so in the theft of Plaintiffs' **Property** where the ***RICO Defendants***
 7 caused to be placed on multiple occasions with an authorized Internet provider for
 8 electronic delivery knowingly false communications and things intended to accomplish the
 9 goals of the ***RICO Defendants*** including e-mails to Cellura and his associated entities
 10 containing illegally copyrighted and infringed **IP** and other materials belonging exclusively
 11 to Plaintiffs.

12 275. In the performance of the fraud the ***RICO Defendants*** devised a Scheme or
 13 artifice to defraud Plaintiffs and others for the purpose of executing such Scheme or artifice
 14 or attempting to do so in the fraud which generated the funds as described above and which
 15 were obtained through a pattern of racketeering activity resulted in the deposit-reinvestment
 16 of funds into **Jingit Holdings** for the creation of **Jingit LLC., and Jingit Financial**
 17 **Services and:** 1) constitutes mail-wire fraud where a pattern of racketeering activity where;
 18 2) the laundering of money in the reinvestment-use of those funds into the ***Jingit***
 19 ***Enterprise*** in the manner accomplished, mail and wire fraud forms separate overt or
 20 otherwise a series of predicate acts of racketeering activity and money laundering from the
 21 operations of **Jingit Holdings**, 3) which has caused injury to Plaintiffs' business and
 22 property; 4) and, continues to have an effect on interstate commerce.

23 276. The acts set forth above constitute a pattern of racketeering activity pursuant to
 24 18 U.S.C. §1961(5). The acts were in violation of 17 U.S.C. 501-506(a)(1)(A); 18 U.S.C.
 25 1030(a)(2)(C), of the Federal Computer Fraud and Abuse Act; Federal Trademark Act of
 26 1946, as amended (the Lanham Act), 15 U.S.C. 1125(a) and 1125(d); 18 U.S.C. 1341 mail
 27 fraud and 1343 wire fraud; 18 U.S.C. 1832 (theft of trade secrets), 18 U.S.C. 1956 and 1957
 28 money laundering, engaging in monetary transactions in property derived from specified

1 unlawful activity; in violation of the RICO Statute 18 U.S.C. 1961-1968, et seq; 18 U.S.C.
 2 2314-2315 possession and receipt of stolen property; and 18 U.S.C. 2319, criminal
 3 infringement of a copyright; in violation of the Stored Communications Act, 18 U.S.C. 2701.

4 277. By reason of, and but for the foregoing illegal activities of computer mail and
 5 wire fraud, a direct and proximate result of the ***RICO Defendants'*** racketeering activities
 6 and violations of 18 U.S.C. §1962(a), but for these illegal acts, Plaintiffs would not have
 7 been damaged, including the loss of their **IP**, investors, loss of corporate opportunities for
 8 profit and the usurpation of those opportunities which has been caused by the attendant
 9 profits to the ***RICO Defendants*** causing losses to Plaintiffs' in the conduct of the ***Jingit***
 10 ***Enterprise***, with the resulting injury to their businesses and property in the sums of no less
 11 than \$20,000,000.00 Million Dollars in actual loss and One Billion Three Hundred
 12 Thousand (\$1,300,000,000.00) Dollars in loss of economic advantage.

13 278. By reason of, and but for the foregoing, the ***RICO Defendants*** actions have
 14 been illegal willful and outrageous and undertaken with reckless indifference to the rights of
 15 Plaintiffs, and as such Plaintiffs are entitled to treble damages as provide by 18 U.S.C.
 16 1964(a).

17 **Count II.**

18 **Violations of 18 U.S.C. § 1962(b)**

19 ****(RICO Defendants Rooke, Rogness, Hazel Ashkar and Oliver) ****

20 279. Plaintiffs repeat and reallege each and every allegation set forth in
 21 paragraphs numbered "1" through " 278", with the same force and effect as though set
 22 forth herein.

23 280. The creation of the Jingit Entities and *ownership interest* of the **RICO**
 24 **Defendants Rooke, Rogness, Hazel, Ashkar and Oliver**, together with the use-
 25 investment of the fraudulently generated funds; the illegal directions-orders of ***RICO***
 26 ***Defendant Rooke***, and **Rogness**, in their positions as members, officer/directors and/or
 27 employees of the **Jingit Holding**, the **funding arm** of the ***Jingit Enterprise*** entities;
 28 together with the strategic placement of the ***Jingit Enterprise*** employees,

1 members/owners and/or officers/directors, ***RICO Defendants Hazel and Ashkar,***
 2 ***Oliver*** and the use of ***US Bank***; the association and employment of Defendants ***Abena,***
 3 ***Fleming, Frawley, Moorehouse, James, Davis, Karls, Wal-Mart, General Electric,***
 4 ***Target, DOE(s) and ROE(s),*** as described above, provides the manner of control over
 5 the daily operations of the ***Jingit Enterprise Entities*** and forms ***an association-in-fact***
 6 ***enterprise*** engaged in the commission of overt or otherwise predicate acts of mail and
 7 wire fraud in the control and activity of both the lawful and unlawful operations of the
 8 ***Jingit Enterprise Entities*** and the association brought about by the ***RICO Defendants.***

9 281. The theft-misappropriation infringement was committed in a manner
 10 designed to avoid detection of the ***RICO Defendants*** fraud and accomplished by using
 11 the facilities and powers of the mail and wire services and interstate commerce in the
 12 combined cover of the ***Jingit Enterprise Entities.***

13 282. In the performance of the fraud the ***RICO Defendants*** devised a Scheme or
 14 artifice to defraud Plaintiffs and others for the purpose of executing such Scheme or
 15 artifice or attempting to do so in the theft of Plaintiffs' Property where the ***RICO***
 16 ***Defendants*** caused to be placed on multiple occasions with an authorized carrier for
 17 mail delivery, containing knowingly false communications and things intended to
 18 accomplish the Scheme-goals of the ***RICO Defendants.***

19 283. In the performance of the fraud the ***RICO Defendants*** devised a Scheme or
 20 artifice to defraud Plaintiffs and others for the purpose of executing such Scheme or
 21 artifice or attempting to do so in the theft of Plaintiffs' Property where the ***RICO***
 22 ***Defendants*** caused to be placed on multiple occasions with an authorized Internet
 23 provider for electronic mail delivery knowingly false communications and things
 24 intended to accomplish the goals of the ***RICO Defendants.***

25 284. The ***Jingit Enterprise*** is a devise, a Scheme or artifice used to defraud
 26 Plaintiffs and others for the purpose of executing such Schemes or artifices or attempting
 27 to do so, where the ***Jingit Enterprise*** constitutes an ***association-in-fact*** which from
 28 time-to-time has on multiple occasions by way of ***RICO Defendants*** and others placed

1 into the hands of an authorized carrier for mail and wire services sent and delivered by
 2 the such carriers, and knowingly caused to be delivered, matters and things intended to
 3 accomplish the goals of the **RICO Defendants**.

4 285. The fraud which generated the funds as described above and which resulted in
 5 the deposit of funds into **Jingit Holdings** for the creation of **Jingit LLC., and Jingit**
 6 **Financial Services**: 1) constitutes mail-wire fraud where a pattern of racketeering activity
 7 where; 2) the control-reinvestment-use of those funds into the **Jingit Enterprise** in the
 8 manner accomplished, mail and wire fraud forms separate overt or otherwise predicate acts
 9 of racketeering activity and money laundering from the operations of the **Jingit Enterprise**,
 10 3) which has caused injury to Plaintiffs business and property; 4) and, continues to have an
 11 effect on interstate commerce.

12 286. The acts set forth above constitute a pattern of racketeering activity pursuant to 18
 13 U.S.C. §1961(5). The acts were in violation of 17 U.S.C. 501-506(a)(1)(A); 18 U.S.C.
 14 1030(a)(2)(C), of the Federal Computer Fraud and Abuse Act; Federal Trademark Act of 1946,
 15 as amended (the Lanham Act), 15 U.S.C. 1125(a) and 1125(d); 18 U.S.C. 1341 mail fraud and
 16 1343 wire fraud; 18 U.S.C. 1832 (theft of trade secrets), 18 U.S.C. 1956 and 1957 money
 17 laundering, engaging in monetary transactions in property derived from specified unlawful
 18 activity; in violation of the RICO Statute 18 U.S.C. 1961-1968, et seq; 18 U.S.C. 2314-2315
 19 possession and receipt of stolen property; and 18 U.S.C. 2319, criminal infringement of a
 20 copyright; in violation of the Stored Communications Act, 18 U.S.C. 2701.

21 287. By reason of, and but for the foregoing illegal activities of computer mail and wire
 22 fraud, a direct and proximate result of the **RICO Defendants'** racketeering activities and violations of
 23 18 U.S.C. §1962(a), but for these illegal acts, Plaintiffs have been damaged, including the loss of their
 24 **IP**, investors, loss of corporate opportunities for profit and the usurpation of those opportunities
 25 which has been caused by the attendant profits to the **RICO Defendants** causing losses to Plaintiffs'
 26 in the conduct of the **Jingit Enterprise**, with the resulting injury to their businesses and property in
 27 the sums of no less than \$20,000,000.00 Million Dollars in actual loss and One Billion Three
 28 Hundred Thousand (\$1,300,000,000.00) Dollars in loss of economic advantage.

288. By reason of, and but for the foregoing, the *RICO Defendants* actions have been illegal willful and outrageous and undertaken with reckless indifference to the rights of Plaintiffs, and as such Plaintiffs are entitled to treble damages as provide by 18 U.S.C. 1964(b).

Count III.
Violations of 18 U.S.C. § 1962(c)
(All RICO Defendants)

289. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs numbered "1" through "287" with the same force and effect as though set forth herein.

290. The *Jingit Enterprise Entities* are the vehicles used by the *RICO Defendants* who are agents of, employed by or officers and/or directors associated with the *Jingit Enterprise* who are directly or indirectly, operating or managing the affairs of the *Jingit Enterprise* through a pattern of racketeering activity including mail and wire fraud-engaged in laundering the funds obtained through the Schemes perpetrated using Plaintiffs' stolen IP.

291. The *RICO Defendants* are *Persons*, within the meaning of RICO, 18 U.S.C. §1961(3) acting as principles within the meaning of 18 U.S.C. §2, distinct from the *Jingit Enterprise Entities*.

292. The *RICO Defendants* violated 18 U.S.C. § 1962(c) by directly or indirectly conducting or participating in the conduct-affairs of the *Jingit Enterprise* through a pattern of racketeering activity as an association-in-fact enterprise where there exists decision making process separate from the unlawful purpose of the *Jingit Enterprise Entities* which have intentionally injured Plaintiffs in their business and **Property** in a manner which affects interstate commerce.

293. The Scheme is accomplished by misleading investors in true ownership of Plaintiff **IP** where said funds are derived from illegal racketeering activity.

294. The theft-misappropriation infringement was committed in a manner designed to avoid detection of the *RICO Defendants* fraud and accomplished by using the facilities

1 and powers of the mail and wire services and interstate commerce in the combined cover of
2 the *Jingit Enterprise Entities*.

3 295. In the performance of the fraud the *RICO Defendants* devised a Scheme or
4 artifice to defraud Plaintiffs and others for the purpose of executing such Scheme or artifice
5 or attempting to do so in the theft of Plaintiffs' Property where the *RICO Defendants*
6 caused to be placed on multiple occasions with an authorized carrier for mail delivery,
7 knowingly false communications and things intended to accomplish the Scheme-goals of
8 the *RICO Defendants*.

9 296. In the performance of the fraud the *RICO Defendants* devised a Scheme or artifice
10 to defraud Plaintiffs and others for the purpose of executing such Scheme or artifice or attempting
11 to do so in the theft of Plaintiffs' Property where the *RICO Defendants* caused to be placed on
12 multiple occasions with an authorized Internet provider for electronic mail delivery knowingly
13 false communications and things intended to accomplish the goals of the *RICO Defendants*.

14 297. The *Jingit Enterprise* is a devise, a Scheme or artifice used to defraud Plaintiffs and
15 others for the purpose of executing such Schemes or artifices or attempting to do so, where the
16 *Jingit Enterprise* constitutes an *association-in-fact* which from time-to-time has on multiple
17 occasions by way of *RICO Defendants* and others placed into the hands of an authorized carrier
18 for mail and wire services sent and delivered by the such carriers, and knowingly caused to be
19 delivered, matters and things intended to accomplish the goals of the *RICO Defendants*.

20 298. The fraud which generated the funds as described above and which resulted in the
21 deposit of funds into **Jingit Holdings** for the creation of **Jingit LLC., and Jingit Financial**
22 **Services:** 1) constitutes mail-wire fraud where a pattern of racketeering activity where; 2) the
23 control-reinvestment-use of those funds into the *Jingit Enterprise* in the manner accomplished,
24 mail and wire fraud forms separate overt or otherwise predicate acts of racketeering activity and
25 money laundering from the operations of the *Jingit Enterprise*, 3) which has caused injury to
26 Plaintiffs business and property; 4) and, continues to have an effect on interstate commerce.

27 299. The acts set forth above constitute a pattern of racketeering activity
28 pursuant to 18 U.S.C. §1961(5). The acts were in violation of 17 U.S.C. 501-

506(a)(1)(A); 18 U.S.C. 1029(a)(2)(C); (a)(3), (a)(4); (a)(5)(B) &(C) relating to fraud in connection with an access device; 18 U.S.C. 1030(a)(2)(C), of the Federal Computer Fraud and Abuse Act; Federal Trademark Act of 1946, as amended (the Lanham Act), 15 U.S.C. 1125(a) and 1125(d); 18 U.S.C. 1341 mail fraud and 1343 wire fraud; 18 U.S.C. 1832 (theft of trade secrets), 18 U.S.C. 1956 and 1957 money laundering, engaging in monetary transactions in property derived from specified unlawful activity; in violation of the RICO Statute 18 U.S.C. 1961-1968, et seq; 18 U.S.C. 2314-2315 possession and receipt of stolen property; and 18 U.S.C. 2319, criminal infringement of a copyright; in violation of the Stored Communications Act, 18 U.S.C. 2701- 11.

300. By reason of, and but for the foregoing illegal activities of computer mail and wire fraud, a direct and proximate result of the ***RICO Defendants'*** racketeering activities and violations of 18 U.S.C. §1962(a), but for these illegal acts, Plaintiffs have been damaged, including the loss of their ***IP***, investors, loss of corporate opportunities for profit and the usurpation of those opportunities which has been caused by the attendant profits to the ***RICO Defendants*** causing losses to Plaintiffs' in the conduct of the ***Jingit Enterprise***, with the resulting injury to their businesses and property in the sums of no less than \$20,000,000.00 Million Dollars in actual loss and One Billion Three Hundred Thousand (\$1,300,000,000.00) Dollars in loss of economic advantage.

301. By reason of, and but for the foregoing, the ***RICO Defendants*** actions have been illegal willful and outrageous and undertaken with reckless indifference to the rights of Plaintiffs, and as such Plaintiffs are entitled to treble damages as provide by 18 U.S.C. 1964(c).

Count IV.
Violations of 18 U.S.C. § 1962(d)
****(All Defendants)****

302. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs numbered "1" through "301" with the same force and effect as though set forth herein.

303. In performance of the Scheme the ***RICO Defendants*** as principals knowingly, intentionally and unlawfully, received and were aided and abetted, and did conspire with

1 each other and Defendants **Abena, Fleming, Frawley, Moorehouse, Ohlsen, James,**
 2 **Davis, Karls,** to commit at least two predicate acts of racketeering within the past ten years
 3 where as such their conduct constitutes a pattern of illegal activity as detailed heretofore.

4 304. The pattern of these illegal acts was performed by each of the ***RICO***
 5 ***Defendants*** as a director, officer, agent or employee of each the ***Jingit Enterprise Entities***
 6 in such a manner and in each instance that such act was authorized or ratified by, and done
 7 on behalf of the ***RICO Defendants***' Scheme collectively and individually.

8 305. The ***RICO Defendants together with Defendants Abena, Fleming, Frawley,***
 9 ***Moorehouse, Ohlsen, James, Davis, Karls,*** agreed, combined and acted with a common
 10 by engaging in the unlawful acts described above.

11 306. The ***RICO Defendants*** agreed, combined and acted with a common plan and
 12 purpose to infringe, misappropriate the Plaintiffs **IP** and other property, by engaging in the
 13 unlawful acts described above.

14 307. At all times material hereto, commencing in or about July 2009 and continuing
 15 to date, **Rooke and Rogness** together with **Hazel Ashkar** and Olivier agreed to and did
 16 commit multiple overt and predicate criminal acts, amounting to a pattern of illegal activity
 17 including but were not limited to: 1) the theft and illegal use of written and electronic copies
 18 of Plaintiffs' **IP**; 2) the willful disruption, interference and otherwise deliberate sabotage of
 19 the Plaintiffs' Server/Servers so as to interfere in Plaintiffs' active deployment, planned
 20 commercial roll-out and entry of their **IP** into the stream of commerce where said illegal
 21 acts were accomplished by means of interstate mail and wire fraud; 3) by making false
 22 claims of ownership to Plaintiffs' **IP** in applications to the USPTO; 5) by raising capital in a
 23 nationwide scheme by means of electronic transactions thorough false claims of ownership
 24 to Plaintiffs **IP**; 6) by using the investment of that illegally generated money and depositing
 25 the money into a series of corporations established, owned, managed and controlled by
 26 them for the purpose of interstate distribution of the misappropriated **IP**; 7) by using said
 27 corporations to create and establish the systematic-incremental deployment of the Plaintiffs'
 28 **IP** as their own while using Plaintiffs Mark; 8) by the continuing incremental release of said

1 illegally obtained **IP**; 9) by causing continued, intentional and willful direct financial
2 harm/damages to the Plaintiff Corporations.

3 308. The ***RICO Defendants*** committed overt acts, as described above, and
4 conspired or otherwise agreed to indirectly or directly violate 18 U.S.C. §§ 1962 (a), (b) and
5 (c).

6 309. The acts set forth above constitute a pattern of racketeering activity pursuant to
7 18 U.S.C. §1961(5). The acts were in violation of 17 U.S.C. 501-506(a)(1)(A); 18 U.S.C.
8 1030(a)(2)(C), of the Federal Computer Fraud and Abuse Act; Federal Trademark Act of
9 1946, as amended (the Lanham Act), 15 U.S.C. 1125(a) and 1125(d); 18 U.S.C. 1341 mail
10 fraud and 1343 wire fraud; 18 U.S.C. 1832 (theft of trade secrets), 18 U.S.C. 1956 and 1957
11 money laundering, engaging in monetary transactions in property derived from specified
12 unlawful activity; in violation of the RICO Statute 18 U.S.C. 1961-1968, et seq; 18 U.S.C.
13 2314-2315 possession and receipt of stolen property; and 18 U.S.C. 2319, criminal
14 infringement of a copyright; in violation of the Stored Communications Act, 18 U.S.C.
15 2701.

16 310. At all times material hereto, on multiple occasions to further their plans
17 Defendant, **Rooke and Rogness, Hazel, Ashkar, and Oliver** via the mails or wires of the
18 US solicited funds in furtherance of their illegal plan.

19 311. Defendants devised a scheme or artifice to defraud Plaintiffs and others for the
20 purpose of executing such scheme or artifice or attempting to do so in the theft of Plaintiffs'
21 **Property**; Defendants knowingly placed or caused to be placed on multiple occasions with
22 an authorized carrier for the mail matters and things intended to accomplish the goals of the
23 Defendants' illegal activities, the theft of Plaintiff's **IP**.

24 312. Defendants devised a scheme or artifice to defraud Plaintiffs for obtaining
25 their **Property** by means of false or fraudulent pretenses, representations, or promises, by
26 means of wire, communication in interstate writings-emails for the purpose of executing
27 such scheme or artifice intended to accomplish the goals of the Defendants' illegal
28 activities, the theft of Plaintiff's **IP**.

1 318. Plaintiffs have filed all necessary Registration Statements as owners of the copyrightable
2 works in all of their **IP** and support materials, which are creative works of original authorship.

3 319. Plaintiffs have a pre-existing right of Registration of said Copyrights, and right
4 of Certificates of Registration that cover all of the **IP** and support materials taken, copied
5 and illegally being used by the Defendants.

6 320. **eoBuy** owned one or more exclusive rights in certain copyrights at issue in this
7 case at a point in time during which Defendants infringed those exclusive rights.

8 321. **Indiezone** has also obtained from **eoBuy**, through transfer agreements,
9 licensing agreements, all rights, title, and interest for use in the copyrights infringed on
10 by Defendants.

11 322. **Indiezone** owned one or more exclusive rights in certain copyrights at issue
12 in this case at a point in time during which Defendants infringed those exclusive rights.

13 323. Defendants have infringed the copyrights in the foregoing **IP** and support
14 materials, covered by the exclusive right of use.

15 324. The registrations constitute proof of original authorship and generally
16 cover, but are not limited to, multiple hard copy versions of **IP** Code or **IP** Processes,
17 including the updates, patches and fixes incorporated in each relevant versions, all RFP -
18 UML-of which the *Jingit Enterprise* and the remaining *RICO Defendants* have illegally
19 infringed, used or misappropriated without a license for Plaintiffs' **IP** use.

20 325. The infringed/misappropriated **IP** covers numerous versions of discrete
21 portions of Code-or Process-and/or-RFP -UML, which Defendants are illegally using to
22 create the **Jingit.com** Processes-which mirror the **Indiezone** Processes as developed
23 during the employment period of- *RICO Defendants Rogness* and **Rooke**.

24 326. Their use of discrete portions of these in-house developed processes and
25 also the updates, patches and fixes that **Jingit.com** uses without a license has allowed
26 Defendants to infringe discrete portions of the developed processes by illegally taking
27 without license the **IP** and support materials that are substantially similar to these
28 discrete portions which allow the operation and process of **Jingit.com**.

1 327. Through the illegal acts alleged above, Defendants have violated the exclusive
2 rights of the Plaintiff Corporations to reproduce and make use of its copyrightable works,
3 Plaintiffs' IP and support materials, including materials covered and prohibited by
4 employment agreements without authorization or license, to create customer environments
5 for commercial use and profit- as deployed on the **Jingit.com** website;- using Plaintiffs'
6 software Code and processes-and/or-RFP -UML-for other improper business purposes,
7 including, raising capital for reinvestment into the **Jingit Enterprise**, without limitation,
8 training employees, troubleshooting, researching general and specific support issues, and
9 marketing to customer and prospective customers; whereby said illegal acts were obtained
10 by generating and deriving software Code from proprietary and protected trade secret
11 processes using architectural schematics, process flow charts and any other means that
12 enable the Defendants to illegally reverse engineer Plaintiffs Intellectual Property;
13 Distributed Plaintiffs' trade secret architecture and process trade secrets to programmers
14 and developers (both in-house and out-sourced) for the purpose of re-generating software
15 Code to replicate Plaintiff's IP; downloaded Plaintiff Corporations copyrighted Code
16 and/or-RFP-UML-materials onto its computers in violation of 17 U.S.C. § 106; and,
17 repeatedly copying, co-mingling and cross-using the downloaded IP materials to populate
18 different customer folders, support other customers, and as a general resource to provide
19 support in the ordinary course of the **Jingit Enterprise's** illegal business.

20 328. Defendants have violated the exclusive rights of Plaintiff Corporations to control
21 the distribution, creation of derivative works and public display of copyrighted works by
22 removing the final manuals for Plaintiffs' Corporate offices, downloading, copying, creating
23 derivative works from and/or distributing Plaintiffs' IP material and/or derivative works to
24 Defendants' customers, via posting to its website, by electronic mail, through file transfer
25 protocol, or otherwise, including at least -a material portion and secret of Plaintiffs IP solution,
26 in violation of 17 U.S.C. § 106.

27 329. Defendants were not authorized to take possession of Plaintiff manuals, copy,
28 download, reproduce, or create derivative works from, distribute, or publicly display

1 Plaintiffs copyrighted IP applications and support materials without a specific license for
2 which Defendant have no lawful right of use or right to possess with such a license.

3 **Contributory and/or Vicariously Infringement.**

4 330. In addition to directly infringing the exclusive rights of Plaintiffs, Defendants
5 have contributory and/or vicariously infringed the exclusive rights of Plaintiffs in the *Jingit*
6 *Enterprise's* applications and support materials by taking possession of Plaintiffs' manuals,
7 controlling, directing, intentionally encouraging, inducing or materially contributing to the
8 illegal copying, distribution, public display or creation of derivative works from Plaintiffs'
9 copyrighted IP and support materials. Defendants also obtained a direct financial benefit
10 from the above alleged infringing activities while declining to exercise the demand and
11 right they controlled to stop it or limit it.

12 331. Defendants knew (or should have known that taking Plaintiffs' manuals,
13 copying, distributing, public display of, and creating derivative works of and from Plaintiffs
14 software applications and support materials, which Defendants copied and shared in the
15 name of customers who had no license to copy, distribute, publicly display or create
16 derivative works from those materials, infringed the exclusive rights of Plaintiffs in those
17 materials.

18 **Damages**

19 332. Plaintiffs are entitled to damages in an amount to be proven at trial, including
20 profits attributable to the infringement not taken into account in computing actual damages-
21 17 U.S.C. § 504(b).

22 333. Plaintiffs are entitled to statutory damages under 17 U.S.C. § 504(c) based on
23 Defendants' infringements - after the dates of copyright registration - of certain copyrighted
24 works used to create -the local customer environments and the subsequent individual further
25 copying and use of each such environment.

26 334. Defendants' infringement of the exclusive rights of Plaintiffs has also caused
27 Plaintiffs irreparable injury. Unless restrained and enjoined, Defendants will continue to
28 commit such acts.

1 **Injunction-Impound.**

2 335. Plaintiffs' remedies at law are not adequate to compensate them for these
3 inflicted and threatened injuries, entitling Plaintiffs -to remedies including injunctive
4 relief as provided by 17 U.S.C. 502, and an order impounding or destroying any and all
5 infringing materials and other information which could injure Plaintiffs pursuant to 17
6 U.S.C. 503.

7
8 **Count VI.**
9 **Federal Trademark Infringement**
10 **15 U.S.C. §§ 1114 and 1125(a)**
11 **(Against all Defendants)**

12 336. Plaintiffs repeat, incorporate and otherwise allege by reference the
13 allegations of paragraphs numbered "1" through "334" above of this Complaint as
14 though fully set forth here and again.

15 337. Plaintiffs own valid and enforceable trademark **Music.Me** which was
16 obtained in or about July 2009 and was otherwise a product and the creative work of
17 original authorship.

18 338. The actions of Defendants described establishes that each has engaged in
19 the unauthorized use of the **Music.Me** as a trademark, and confusingly similar variations
20 thereof, in commerce to advertise, promote, market, and cause the use of Plaintiffs' the
21 mark **Muisc.Me** to further the use of the **Jingit.com Website** and the **Jingit-credit**
22 **cards** used in the sale of music products throughout the United States including
23 California, wherein said acts constitute trademark infringement in violation of 15 U.S.C.
24 §§ 1114 and 1125(a).

25 339. The actions of Defendants, if not enjoined, will continue. Plaintiffs have
26 suffered and continue to suffer damages in an amount to be proven at trial consisting of,
27 among other things, diminution in the value of and goodwill associated with the **Music.**
28 **Me** mark, and injury to Plaintiff's business. Plaintiff is therefore entitled to injunctive
relief pursuant to 15 U.S.C. § 1116.

340. Pursuant to 15 U.S.C. § 1117, Plaintiffs are entitled to recover damages in an amount to be determined at trial, profits made by Defendants on sales of products by use of the Mark and the costs of this action.

341. By reason of the foregoing, Plaintiffs are informed and believe, and on that basis alleges, that the actions of Defendants were undertaken willfully and with the intention of causing confusion, mistake, or deception, making this an exceptional case entitling Plaintiff to recover additional treble damages and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

Count VII.
Federal Unfair Competition and False Advertising 15 U.S.C. §1125(a)
(Against all Defendants)

342. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "341" above of this Complaint as though fully set forth here and again.

343. Defendants' actions described above and specifically, without limitation, Defendants' use of the **Music.Me** trademark, and confusingly similar variations thereof, in commerce to advertise, market, and sell products throughout the United States including California; their use of misleading representations regarding the ownership of the software and processes; and the *RICO Defendants* knowledge, participation, and inducement thereof, constitute unfair competition and false advertising in violation of 15 U.S.C. § 1125(a).

344. Consumers are likely to be misled and deceived by Defendants' representations regarding Plaintiffs' ownership and processes. Defendants knew or should have known that their statements were false or likely to mislead.

345. By reason of the forgoing Plaintiffs have sustained an actual and proximate injury resulting from the ***Defendants'*** willful and intentional actions, Plaintiffs have suffered damages in an amount to be determined at trial, and unless ***Defendants*** are enjoined, Plaintiffs will continue to suffer irreparable harm and damage to its business, reputation, and goodwill.

346. Pursuant to 15 U.S.C. § 1117, Plaintiffs are entitled to damages for Defendants' Lanham Act violations, an accounting for profits made by Defendants in the illegal use of their IP, as well as recovery of the costs of this action.

347. By reason of the foregoing, Plaintiffs are informed and believe, and on that basis allege, that Defendants' conduct was undertaken willfully and with the intention of causing confusion, mistake or deception, making this an exemplary case entitling Plaintiff to recover additional damages and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

Count VIII.
Federal Trademark Dilution 15 U.S.C. §1125(c)
(Against all Defendants)

348. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "347" above of this Complaint as though fully set forth here and again.

349. The actions of Defendants described above and specifically, without limitation their unauthorized use of the trademark-**Music.Me**, and confusingly similar variations thereof, in commerce to advertise, market, and sell music products under the mark **Music.Me** throughout the United States including California, are likely to cause dilution by blurring and tarnishment in violation of 15 U.S.C. § 1125(c).

350. The actions of Defendants, if not enjoined, will continue. Plaintiffs have suffered and continue to suffer damages in an amount to be proven at trial consisting of, among other things, diminution in the value of and goodwill associated with the **Music.Me** trade-mark, and injury to Plaintiff's business. Plaintiff is therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116 and 15 U.S.C. §1125(c).

351. Plaintiffs are therefore entitled to recover damages in an amount to be determined at trial, profits made by Defendants, and the costs of this action pursuant to 15 U.S.C. § 1117.

352. By reason of, and but for the foregoing, the *RICO Defendants* actions have been illegal willful and outrageous and undertaken with reckless indifference to the rights of Plaintiffs, and as such Plaintiffs are entitled to an award of punitive or exemplary damages to be determined by a jury.

Count IX.
Violation of Federal Computer Fraud and Abuse Act
(18 U.S.C. 1030(a)(2)(C), (a)(4) (a)(5)(C))
(Defendant Rooke and Rogness)

353. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "352" above of this Complaint as though fully set forth here and again.

354. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C. 1030(a)(2)(C), by intentionally accessing a computer used for interstate commerce or communication, without authorization or by exceeding authorized access to such a computer, and by obtaining information from such a protected computer while intending to cause economic harm to Plaintiffs business and **Property**.

Misappropriation of Confidential Information:

355. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C. 1030(a)(4), by knowingly, and with intent to defraud Plaintiffs accessing a protected computer, without authorization or by exceeding authorized access to such a computer, and by means of such conduct furthered the intended fraud and obtained one or more things of value, including but not limited to the Companies **IP**, support materials and Trade Secrets.

356. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C. 1030(a)(5)(B) &(C) and (iii) by intentionally accessing a protected computer without authorization, causing damage to Plaintiffs, recklessly or without due regard for their actions and have eliminated in excess 20,000 e-mails.

357. The computer system or systems that Defendants accessed as described above constitute a protected computer within the meaning of 18 U.S.C. 1030(e)(2).

Damages.

358. Plaintiffs have suffered damage and loss by reason of these violations, including, without limitation, harm to Plaintiffs data, programs, computer systems, and other losses in an amount to be proved at trial, but, in any event, in an amount well over \$5,000.00 aggregated over a one-year period.

1 **Injunction.**

2 359. Defendants' unlawful access to and theft from Plaintiffs computers have
3 caused Plaintiffs irreparable injury to the business and **Property.**

4 360. Unless restrained and enjoined, Defendants will continue to commit such acts.
5 Plaintiffs remedies at law are not adequate to compensate them for these inflicted and
6 threatened injuries, entitling Plaintiffs to remedies including injunctive relief as provided by
7 18 U.S.C. 1030(g).

8
9 **Count X.**
10 **Violation of Federal Computer Fraud and Abuse Act**
11 **(18 U.S.C. 2701 (a)(2))**
*** (Defendants Rooke and Rogness)***

12 361. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations
13 of paragraphs numbered "1" through "360" above of this Complaint as though fully set
14 forth here and again.

15 362. Defendants have violated 18 U.S.C. 2701 (a)(2), by intentionally accessing a
16 computer used for interstate commerce or communication, without authorization or by
17 exceeding authorized access to such a computer, and by obtaining information from such a
18 protected computer while intending to cause economic harm to Plaintiffs business and
19 **Property.**

20 **Misappropriation of Confidential Information:**

21 363. Defendants have violated 18 U.S.C. 2701 (a)(2), by knowingly, and with intent
22 to defraud Plaintiffs, accessing a protected computer, without authorization or by exceeding
23 authorized access to such a computer, and by means of such conduct furthered the intended
24 fraud and obtained one or more things of value, including but not limited to the Companies
25 IP, support materials and Trade Secrets.

26 364. Defendants have violated 18 U.S.C. 2701 (a)(2), by intentionally accessing a
27 protected computer without authorization, causing damage to Plaintiffs, recklessly or
28 without due regard for their actions and have eliminated in excess of 20,000 e-mails.

1 365. The computer system or systems that Defendants accessed as described above
2 constitute a protected computer within the meaning of 18 U.S.C. 2701 (a)(2).

3 **Damages.**

4 366. Plaintiffs have suffered damage and loss by reason of these violations, including,
5 without limitation, harm to Plaintiffs data, programs, and computer systems, and other losses and
6 damage in an amount to be proved at trial, but, in any event, in an amount well over \$5,000.00
7 aggregated over a one-year period.

8 **Injunction.**

9 367. Defendants unlawful access to and theft from Plaintiffs computers have caused
10 Plaintiffs irreparable injury to the business and Property. Unless restrained and enjoined, Defendants
11 will continue to commit such acts. Plaintiffs remedies at law are not adequate to compensate them
12 for these inflicted and threatened injuries, entitling Plaintiffs to remedies including injunctive relief as
13 provided by 18 U.S.C. 1030(g).

14 **State Law Claims**

15 **Count XI.**

16 **Aiding and Abetting**

17 ***(All RICO Defendants, and Abena, Fleming, Frawley, Moorehouse, Ohlsen, James, Davis)***

18 368. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of
19 paragraphs numbered "1" through "367" above of this Complaint as though fully set forth here and
20 again.

21 369. Plaintiffs are informed and believe and thereon allege that the Defendants and each of
22 them aided abetted, instructed, informed, participated in, agreed with, encouraged and gave substantial
23 assistance to each other in support of the theft, infringement-misappropriation of Plaintiffs IP and other
24 wrongful conduct alleged herein for the ultimate purpose of injuring Plaintiffs in the business and
25 property.

26 370. That at all time material hereto, Plaintiffs are informed and believe and thereon allege
27 that Defendants **Rooke, Rogness, Hazel, Ashkar, Oliver, Abena, Fleming, Frawley, Moorehouse,**
28 **Ohlsen, James, Davis and US Bank** were aware and knew that the claims of ownership or other right

1 to use Plaintiffs' **IP** were false claims and that the **IP** was Plaintiffs' exclusive property created at a
 2 time the Defendants **Rooke** and **Rogness** were work for hire employees of **Indiezone**.

3 371. That at all time material hereto, Plaintiffs are informed and believe and
 4 thereon allege that Defendants **Rooke, Rogness, Hazel, Ashkar, Oliver, Abena, Fleming,**
 5 **Frawley, Moorehouse, Ohlsen, James, Davis and US Bank** were aware and knew that
 6 **Rooke and Rogness** where infringing-misappropriating Plaintiff **IP** and illegally using it to
 7 create income on the **Jingit.com** Website and presented to merchant and consumer users
 8 falsely claiming it as their own.

9 372. Plaintiffs are informed and believe, and thereon allege that Defendants **Rooke,**
 10 **Rogness, Hazel, Ashkar, Oliver, Abena, Fleming, Frawley, Moorehouse, Ohlsen,**
 11 **James, Davis and US Bank** and each of them agreed and knowingly conspired among
 12 themselves to seek merchants and consumers to use the **Jigit.com** Website and join or
 13 otherwise participate in the **US Bank** sponsored **Jingit** debit-cards.

14 373. Plaintiffs are informed and believe, and thereon allege that in excess of 3
 15 million consumers have joined the **Jingit** Website and are to infringe or otherwise
 16 misappropriate the Plaintiffs' **IP**, using or intending to use the **US Bank** **Jingit** Debit-Card.

17 374. Plaintiffs are informed and believe and thereon allege that Defendants
 18 **Rooke, Rogness, Hazel, Ashkar, Oliver, Abena, Fleming, Frawley, Moorehouse,**
 19 **Ohlsen, James, Davis and US Bank's** actions constitute the adding and abetting of
 20 unlawful acts, including but not limited to claims for breach of contract, breach of
 21 fiduciary duty, fraud, misrepresentation, computer fraud, receipt of stolen property,
 22 unfair business practices, intentional/negligent interference in prospective economic
 23 advantage and negligence.

24 375. By reason of, and but for the foregoing illegal activities there exists a direct
 25 and proximate result in damages to Plaintiffs, including the loss of their **IP**, investors, loss
 26 of corporate opportunities for profit and the usurpation of those opportunities which has
 27 been caused by the attendant profits to the all Defendants causing losses to Plaintiffs' in the
 28 conduct of and with the resulting injury to their businesses and property in the sums of no

1 less than \$20,000,000.00 Million Dollars in actual loss and One Billion Three Hundred
2 Thousand (\$1,300,000,000.00) Dollars in loss of economic advantage.

3 376. By reason of, and but for the foregoing, the Defendants' actions have been
4 illegal willful and outrageous and undertaken with reckless indifference to the rights of
5 Plaintiffs, and as such Plaintiffs are entitled to exemplary damages.

6 **Count XII.**

7 **Misappropriation of Trade Secret Cal. Civ. Code 3426.11.**

8 ***(All RICO Defendants and Abena, Fleming, Frawley, Moorehouse, Ohlsen, James, Davis)***

9
10 377. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of
11 paragraphs numbered "1" through "376" above of this Complaint as though fully set forth
12 here and again.

13 378. Plaintiffs have established their **IP** ownership of their individual and jointly
14 development and deployment strategies/plans and their existence of the unique methods
15 and processes advancing numerous proprietary micro billing and it associated **AdEngine**
16 methods and processes.

17 379. The misappropriated **IP** covers numerous versions of discrete portions of Code-
18 or Process-and/or-RFP -UML and the unique completion of these processes, which Defendants
19 are illegally using to create the **Jingit.com** advancing processes-which mirror the eobuy and
20 **Indiezone AdEngine** methods processes as developed during the employment period of-
21 **Rogness and Rooke.**

22 380. Plaintiffs developed these proprietary methods and processes ("confidential
23 information") at great expense and in a continuing process over a long period of time at
24 a sum in excess of \$20,000,000.00.

25 381. The **eobuy** and **Indiezone** processes/methods and other confidential
26 information were not readily know to others or to a competitor and have provided a
27 significant competitive advantage and have and continue to cause a significant loss to
28 Plaintiffs.

8 383. Plaintiffs are informed and believe and on that basis allege, by reason of,
9 and but for the foregoing illegal activities of computer mail and wire fraud,, a direct
10 and proximate result of the *RICO Defendants'* racketeering activities and violations of
11 both state and federal law but for these illegal acts.

384. Plaintiffs have not been damaged, including the loss of their **IP**, investors, loss of corporate opportunities for profit and the usurpation of those opportunities which has been caused by the attendant profits to the **RICO Defendants** causing losses to Plaintiffs' in the conduct of the **Jingit Enterprise**, with the resulting injury to their businesses and property in the sums of no less than One Billion Three Hundred Thousand (\$1,300,000,000.00) Dollars.

18 385. By reason of, and but for the foregoing, the Defendants' actions have been
19 illegal willful and outrageous and undertaken with reckless indifference to the rights of
20 Plaintiffs, and as such Plaintiffs are entitled to exemplary damages in an amount as high
21 as the law will.

26 386. Plaintiffs repeat, incorporate and otherwise allege by reference the
27 allegations of paragraphs numbered "1" through "385" above of this Complaint as
28 though fully set forth here and again.

1 387. That at all times material hereto, **Jingit Holdings Jingit Financial, Jingit LLC., and**
 2 **Music.Me, Rooke, Rogness, Hazel, Ashkar, Oliver and US Bank Abena, Fleming, Frawley,**
 3 **Moorehouse, Ohlsen, James, and Davis** owed a duty to Plaintiff not to use, or cause other to use,
 4 infringe or otherwise misappropriate Plaintiffs' IP.

5 388. That at all time material hereto Defendants **Jingit Holdings Jingit Financial, Jingit**
 6 **LLC., and Music.Me, Rooke, Rogness, Hazel, Ashkar, Oliver and US Bank Abena, Fleming,**
 7 **Frawley, Moorehouse, Ohlsen, James, and Davis** had a duty to advise users of the Jingit Website that
 8 they were using the IP belonging to Plaintiffs and failed to do so.

9 389. That at all time material hereto Defendants **Jingit Holdings Jingit Financial, Jingit**
 10 **LLC., and Music.Me, Rooke, Rogness, Hazel, Ashkar, Oliver and US Bank Abena, Fleming,**
 11 **Frawley, Moorehouse, Ohlsen, James, and Davis** have caused consumers DOE and ROE 1-10,
 12 merchants Wal-Mart, General Electric and Target and others to use, infringe or otherwise misappropriate
 13 Plaintiffs' IP.

14 390. By reason of, and but for the foregoing illegal activities there exists a direct and proximate
 15 result in damages to Plaintiffs, including the loss of their IP, investors, loss of corporate opportunities for
 16 profit and the usurpation of those opportunities which has been caused by the attendant profits to the all
 17 Defendants causing losses to Plaintiffs' in the conduct of and with the resulting injury to their businesses
 18 and property in the sums of no less than \$20,000,000.00 Million Dollars in actual loss and One Billion
 19 Three Hundred Thousand (\$1,300,000,000.00) Dollars in loss of economic advantage.

20 391. By reason of, and but for the foregoing, the Defendants' actions have been illegal willful
 21 and outrageous and undertaken with reckless indifference to the rights of Plaintiffs, and as such Plaintiffs
 22 are entitled to exemplary damages.

23 **Count XIV.**

24 **Statutory Unfair Competition False Advertising** 25 **California Business and Professions Code §17200 et seq.** ***(Against all RICO Defendants, Jingit LLC and Music. Me)***

26 392. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations
 27 of paragraphs numbered "1" through "391." above of this Complaint as though fully set
 28 forth here and again.

1 393. **RICO Defendants'** actions described above and the use of the **Jingit**
 2 **Enterprise Entities** specifically, without limitation, **Jingit Holding, Jingit LLC., and**
 3 **Jingit Financial** and in the unauthorized use of the trade-dress of **Indiezone**, together with
 4 the unauthorized use of the **Music.Me** trademark, and other confusingly similar variations
 5 thereof, in commerce to advertise, market, and sell **Jingit Financial** licenses to merchants
 6 in the use of the **AdEngine**; the **Jingit.com** consumer memberships for participation in
 7 merchant-consumer engagement via the unauthorized use of the **AdEngine** throughout the
 8 United States and California; their use of misleading or otherwise their misrepresentations
 9 regarding the ownership of Plaintiffs' **IP** and **RICO Defendants** knowledge, participation,
 10 and inducement of **Defendants Wal-Mart-General Electric Target DOE(s) and ROE(s)**
 11 **1-10**, constitute trademark infringement, false advertising, and unfair competition in
 12 violation of the laws of the State of California.

13 394. By these actions, the **RICO Defendants** have engaged in false advertising
 14 and unfair competition in violation of the statutory law of the state of California, Cal.
 15 Bus. & Prof. Code and 17200, *et seq.*, and, as a result, Plaintiffs have suffered and will
 16 continue to suffer damage to its business, reputation, and goodwill and other **Property**.

17 395. By these actions a direct and proximate result of **Defendants'** willful and
 18 intentional actions, Plaintiffs have suffered damages in an amount to be determined at trial
 19 and, unless the all named **RICO Defendants** are restrained, Plaintiffs will continue to suffer
 20 irreparable damage.

21 **Contributory Trademark Infringement**

22 396. **RICO Defendants'** actions described above and the use of the **Jingit**
 23 **Enterprise Entities** specifically, without limitation, **Jingit Holding, Jingit LLC., and**
 24 **Jingit Financial** and **US Bank** in the unauthorized use of the trade-dress of **Indiezone**,
 25 together with the unauthorized use of the **Music.Me** trademark, and other confusingly
 26 similar variations thereof, in commerce to advertise, market, and sell **Jingit.com**
 27 memberships for participation in merchant-consumer engagement via the unauthorized
 28 use of the **AdEngine** throughout the United States and California; constitutes

1 contributory trademark infringement in violation of federal law and the common law of
2 the State of California.

3 397. The actions of *RICO Defendants* if not enjoined, will continue. Plaintiffs have
4 suffered and continue to suffer damages in an amount to be proven at trial consisting of, among
5 other things, diminution in the value of the trade-dress and **AdEngine** methods and goodwill
6 associated with the **Music.Me** trade mark, and injury to Plaintiff's business and **Property**.

7 398. By reason of, and but for the foregoing, the *RICO Defendants* actions have been
8 illegal willful and outrageous and undertaken with reckless indifference to the rights of Plaintiffs,
9 and as such Plaintiffs are entitled to an award of punitive or exemplary damages to be determined
10 by a jury.

11 **Vicarious Trademark Infringement**

12 399. *RICO Defendants'* actions described above and the use of the *Jingit Enterprise*
13 *Entities* specifically, without limitation, **Jingit Holding**, **Jingit LLC.**, and **Jingit Financial** and
14 **US Bank** in the unauthorized use of the trade-dress of **Indiezone**, together with the unauthorized
15 use of the **Music.Me** trademark, and other confusingly similar variations thereof, in commerce to
16 advertise, market, and sell **Jingit.com** memberships for participation in merchant-consumer
17 engagement via the unauthorized use of the **AdEngine** throughout the United States and
18 California; in violation of federal law and the common law of the State of California.

19 400. The *RICO Defendants* each have the ability to control the actions of each
20 Defendant and by licensing the advertising activities for the merchant Defendants Wal-Mart-
21 General Electric Target DOE(s) and ROE(s) 1-10, they have derived a direct financial benefit
22 from the illegal acts of the said Defendants.

23 401. The actions of the *RICO Defendants* and each other Defendant, if not enjoined,
24 will continue. Plaintiffs have suffered and continue to suffer damages in an amount to be proven
25 at trial consisting of, among other things, diminution in the value of and goodwill associated with
26 the **Muisc.Me** trademark, and injury to Plaintiff's business and **Property**.

27 402. By reason of, and but for the foregoing, the *RICO Defendants* actions have
28 been illegal willful and outrageous and undertaken with reckless indifference to the rights of

1 Plaintiffs, and as such Plaintiffs are entitled to an award of punitive or exemplary damages
2 to be determined by a jury.

3 **Count XV.**

4 **Unfair Competition - Cal. Bus. & Prof. Code § 17500**

5 ****(Against all RICO Defendants, Jingit LLC and Music. Me)****

6 403. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations
7 of paragraphs numbered "1" through "402" above of this Complaint as though fully set
8 forth here and again.

9 404. Defendants have engaged in unlawful business acts or practices by committing
10 acts including misappropriation of confidential information computer fraud, trespass, breach
11 of contract, interference with business relationships, and other illegal acts and practices as
12 alleged above, all in an effort to gain unfair competitive advantage over Plaintiffs.

13 405. These unlawful business acts or practices were committed pursuant to business
14 activity related to Plaintiffs' IP and related support and maintenance for that software and
15 Plaintiff unique processes.

16 406. The acts and conduct of Defendants constitute fraudulent, unlawful, and unfair
17 competition as defined by California Bus. & Prof. Code §§ 17500, et seq.

18 407. Defendants' conduct constitutes violations of numerous state and federal statutes
19 and codes, including, but not limited to, violation of the Computer Fraud and Abuse Act, 18
20 U.S.C. §§ 1030 et seq., receipt of stolen property, Cal. Penal Code § 496, unauthorized access to
21 computers, Cal. Penal Code § 502, wire fraud, 18 U.S.C. § 1343, violation of RICO, 18 U.S.C. §
22 1962, fraud and related activity in connection with an access device, 18 U.S.C. § 1029, and
23 violation of the Stored Communications Act, 18 U.S.C. §§ 2701.

24 408. Defendants' conduct also constitutes trespass to chattels, intentional
25 interference with prospective economic advantage, negligent interference with prospective
26 economic advantage, and unjust enrichment.

27 409. Defendants have improperly and unlawfully taken commercial advantage of
28 Plaintiffs confidential, proprietary, and copyrighted software their support materials, the

underlying processes and applications. In light of Defendants' conduct, it would be inequitable to allow Defendants to retain the benefit of the funds obtained through the unauthorized and unlawful use of that property.

410. Defendants' unfair business practices have unjustly minimized competitive Plaintiffs' advantages and have caused and are causing Plaintiffs to suffer damages.

411. By reason of such unfair competition, Plaintiffs have also suffered irreparable injury and, unless Defendants are enjoined from such unfair competition, will continue to suffer irreparable injury, whereby Plaintiffs have no adequate remedy at law.

412. Defendants should be compelled to disgorge and/or restore any and all revenues, earnings, profits, compensation, and benefits they may have obtained in violation of California Business & Professions Code § 17200 et seq., including, but not limited to, returning any revenue earned from the unlawful and unfair use of Plaintiffs' stolen property, and should be enjoined from further unlawful, unfair, and deceptive business practices.

Count XVI.

Computer Data Access and Fraud Act

Cal. Penal Codes §§ 496 and 502

*(*RICO Defendants Rooke and Rogness*)*

413. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "412" above of this Complaint as though fully set forth here and again.

Misappropriation of Confidential Information:

414. Defendants **Rooke** and **Rogness** have violated California Penal Codes §§496 and 502(c)(2) by willfully, intentionally, knowingly and fraudulently, without permission exceeding their former right of access and by taking, copying-possessing, deleting in excess 20,000 corporate e-mails, while making use of programs, data, and files from Plaintiffs' Server computer system, and/or computer networks-Server.

415. Plaintiffs are the exclusive owners of said data comprising Plaintiffs' IP and support materials, and which has been illegally obtained by Defendants as alleged above.

Damages:

416. By reason of and as a result of the acts Defendants **Rooke** and **Rogness** as a direct and proximate result of their unlawful conduct within the meaning of California Penal Code §§496 and 502, Defendants **Rooke** and **Rogness** have caused damage to Plaintiffs in an amount to be proven at trial.- Plaintiffs are also entitled to recover their reasonable attorneys' fees pursuant to California Penal Codes §§ 496 and 502(e).

Punitive Damages:

417. Plaintiffs are informed and believe that the aforementioned acts of the Defendants **Rooke** and **Rogness** were willful and malicious in that the acts described above were done with the deliberate intent to injure Plaintiffs business and advance the business of the *Jingit Enterprise* and their own wealth while willfully, intentionally and knowingly causing harm to Plaintiffs business and **Property**. Plaintiffs are therefore entitled to punitive damages.

Injunctive Relief:

418. Plaintiffs have also suffered irreparable injury from these acts, and due to the continuing threat of such injury, have no adequate remedy at law, entitling them to injunctive relief.

Count XVII.**Fraud-Misrepresentation**

(RICO Defendants Rooke and Rogness)

419. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "418" above of this Complaint as though fully set forth here and again.

420. At all times relevant hereto, **RICO Defendants Rooke and Rogness** jointly and/or severally were and are unlawfully in possession of Plaintiffs' **IP** with a stated valuation of \$1,300,000,000 US Dollars and have through the *Jingit Enterprise Entities* willfully and fraudulently converted Plaintiffs **IP** and are unlawfully-falsely holding themselves out to the public and others claiming that they are the owners of the

1 Plaintiffs' **IP** and have the right to use said **IP** in the and conduct the affairs and business of
 2 the *Jingit Enterprise Entities* while in the district of this Court and throughout the world, to
 3 the detriment and loss of Plaintiffs in their business and Property.

4 421. At all times relevant hereto, the ***RICO Defendants Rooke and Rogness*** jointly
 5 and/or severally were and are acting as an *association-in-fact* and have unlawfully-
 6 fraudulently invested/taken possession and control of the **IP** to the detriment and loss of
 7 Plaintiffs **coBuy** and **Indiezone**.

8 422. In performance of the Scheme and fraudulent inducement of Plaintiffs, so as to
 9 cause them to allow ***RICO Defendants Rooke and Rogness*** to remain in their employment
 10 past their demand for a new equity distribution so as to provide them the opportunity to further
 11 infringe or otherwise misappropriate Plaintiffs **IP** and then enter into a release Agreements not
 12 to compete on multiple occasions as described heretofore and at above, and thereafter the
 13 ***RICO Defendants Rooke and Rogness*** in each stage of the fraudulent Scheme did
 14 telephonically and/or electronically falsely stated to Plaintiffs claims of loyalty and temporary
 15 employment which ***RICO Defendants Rooke and Rogness*** knew were false-misleading when
 16 uttered and intended to induce Plaintiffs' reliance on in their consent-agreement to allow them
 17 to temporarily leave their employ without a turnover of the **IP**, wherein Plaintiff relied on their
 18 statements to their detriment.

19 423. The ***RICO Defendants*** make the foregoing statements in violation of their
 20 Agreements, fiduciary and common law duties, fully knowing that each statement was a
 21 fraudulent, misrepresented which omitted material information so as to make them true.

22 424. The ***RICO Defendants Rooke and Rogness*** knowingly and intentionally made
 23 false and material misrepresentations and omissions, participated in the fraudulent Scheme as
 24 set forth above, to induce to Plaintiffs to enter into a release agreement form their employment
 25 in the furtherance of the Scheme to them and injure them in their business and property.

26 425. The false statements, acts, misrepresentations, and material omissions of the
 27 ***RICO Defendants Rooke and Rogness*** as set forth above were designed and served to create
 28

1 and sustain a false reliance by Plaintiffs so as to create the appearance of their continuing
2 activities and business operations.

3 426. The ***RICO Defendants Rooke and Rogness*** knew or were willful and reckless in
4 knowing of the material omissions and representations referred to herein. Had this information
5 been truthfully and completely disclosed, the ***RICO Defendants Rooke and Rogness*** would
6 have been unable to consummate the Agreement and gain control of Plaintiff's IP.

7 427. The acts and omissions of the ***RICO Defendants Rooke and Rogness*** as set forth
8 herein, constituted a Plan, Scheme and unlawful course of conduct that operated as a fraud and
9 deceit on Plaintiffs, the purpose and effect of which was to induce Plaintiff to enter into the
10 Agreement with the ***RICO Defendants, Rooke and Rogness*** while the ***RICO Defendants***
11 fraudulently and willfully planned to convert the Plaintiffs IP.

12 428. By reason of, and but for the foregoing, the ***RICO Defendants*** directly and
13 indirectly committed fraud in that they: (a) employed devices, Schemes and artifices to
14 defraud; (b) omitted/altered or failed to state material facts in the Agreement in order to
15 make the Agreements-documents, in light of the circumstances under which they were
16 made, not misleading; and (c) engaged in acts, practices in the course of business that
17 operated as a fraud and deceit upon each Plaintiff.

18 429. By reason of the foregoing, a direct and proximate result of the ***RICO***
19 ***Defendants' Rooke and Rogness*** fraud, Plaintiffs have been damaged, including the
20 loss of investments, loss of corporate opportunities for profit and the usurpation of
21 those opportunities which has been caused to create the attendant profits to the ***RICO***
22 ***Defendants Rooke and Rogness, Hazel, Ashkar, Jingit Holdings, Jingit Financial***
23 ***and Jingit LLC.***, causing losses to Plaintiffs in the conduct of the ***Jingit Enterprise,***
24 with the resulting injury to their businesses and property in the sum of \$1,300,000,000
25 US Dollars by the ***RICO Defendants*** intentional and wrongful usurpation-destruction
26 seizure of the Joint Venture funds-projects.

27 430. By reason of, and but for the foregoing, the ***RICO Defendants*** actions have
28 been illegal willful and outrageous and undertaken with reckless indifference to the

rights of Plaintiffs, and as such Plaintiffs are entitled to an award of punitive or exemplary damages to be determined by a jury.

Count XVIII.
Intentional Interference With Prospective Economic Advantage
(All RICO Defendants)

431. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "430" above of this Complaint as though fully set forth here and again.

432. Both **eoBuy** and **Indiezone** had a joint deployment and deployment strategy and business expectancy in the secrecy of the **IP** created by way of their combined unique, proprietary trade secrets and software processes and in continuing advantageous economic relationships with retailers and merchandisers including, Mexi, Wal-Mart, Kraft General Electric, Target and other prospective purchasers and licensees of Plaintiffs' support services and us licenses for its software and trade secrets.

433. These relationships contained the probability of future economic benefit in the form of profitable support service contracts and enterprise software licenses. Had the **RICO Defendants** refrained from engaging in the unlawful and wrongful affairs of the **Jingit Enterprise** and activities through the conduct described in this complaint, there is a substantial probability that the support customers of **eoBuy** and **Indiezone** would have initiated licenses and continued to renew licenses with expanded support contracts between their companies and Plaintiffs rather than with the **Jingit Enterprise** as controlled by **RICO Defendants**.

Intentional Interference:

434. The **RICO Defendants** knew about these economic relationships as established by the Plaintiffs' joint deployment strategies and agreements described above, and knew that these relationships would be interfered with and disrupted when the **RICO Defendants** intentionally accessed Plaintiffs' Server and used their knowledge

1 to sabotage the Server where they acted with disregard to their Agreements and fiduciary
2 duties, and instead, they illegally:

3 • gained unauthorized access to Plaintiffs' Server systems
4 into Plaintiffs' password-protected files in violation of the
5 agreements governing such access;

6 • gained unauthorized access to the unique codes
7 compellation and processes encoded into the software and
8 support materials available on the Server systems through in
9 violation of the agreements governing such access, including by
10 using log in credentials with no right or license to the software
11 and support materials taken and destroyed by the **RICO**
12 **Defendants**;

13 • breached the agreements governing access to, and use of,
14 the files and the software and support materials available through
15 it;

16 • lured Plaintiffs current and prospective customers by
17 making promotional and marketing videos and statements
18 regarding false authorship and other false claims of ownership
19 and otherwise provided access to the Public's use of the unique
20 processes and trade secrets of Plaintiffs which was-were only
21 made possible because of the **RICO Defendants'** improper access
22 to, and taking from, Plaintiffs Server systems files intended to be
23 maintained as secret;

24 • used information learned through the improper access to,
25 and taking from the Server systems files intended to provide
26 support services to the Plaintiffs' operation and used them in the
27 affairs of the **Jingit Enterprise** for the financial gain of each
28 **RICO Defendant** and,

1 • gaining unauthorized access to Plaintiff **IP** and thereafter
 2 releasing the **IP** through deceptive representations to users
 3 customers, causing those customers to infringe on Plaintiffs
 4 property for a lack of license agreements with Plaintiffs,
 5 disseminating-distribution of the **IP** software hundreds and
 6 thousands of times onto unauthorized users systems, and using
 7 those copies for various improper purposes, including without
 8 limitation the unauthorized branding of Plaintiffs **IP** as the
 9 property of the *Jingit Enterprise*.

10
 11 435. *RICO Defendants* conduct was wrongful by a measure beyond the fact of the
 12 interference itself. *RICO Defendants* gained unauthorized access to Plaintiffs' Server
 13 systems through protected password-files, breached the agreements governing access to the
 14 system, and use of it, including the software and support materials available through it, and
 15 wrongfully used the Plaintiffs' **Property** that they found there to advance their services
 16 eliminate or hinder Plaintiffs entry into the e-commerce markets, and otherwise obtain and
 17 retain profits for current and prospective clients to the past and continued exclusion of the
 18 Plaintiffs with the willful, intentional in injury to their business and **Property**.

19 **Prospective Clients-Economic Advantage:**

20 436. Simultaneously, the *RICO Defendants* manipulated Plaintiffs' known
 21 customers using the Plaintiffs' unique processes and deployment strategies installing them
 22 onto the *RICO Defendants* own computer systems and using them to lure away Plaintiffs'
 23 current and prospective clients.

24 437. This conduct, as alleged above means of action constitutes violations of
 25 numerous state and federal statutes and codes, including, but not limited to, violation of the
 26 Federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., receipt of stolen
 27 property, cal. Penal code § 496, unauthorized access to computers, cal. Penal code § 502,
 28 wire fraud, 18 U.S.C. § 1343, violation of RICO, 18 U.S.C. § 1962, fraud and related

activity in connection with an access device, 18 U.S.C. § 1029, and violation of the Stored communications Act, 18 U.S.C. § 2701. Defendants' conduct also constitutes trespass to chattels, breach of contract, and unjust enrichment.

438. By reason and result of the *RICO Defendants'* acts, the above-described relationships have been actually disrupted, causing certain current and prospective clients to lose interest and otherwise cancel commitments with Plaintiffs and instead enter into agreements with the *Jingit Enterprise* entities in the use of the unique *eoBuy* micro billing and *Indiezone Ad Engine* processing.

Damages:

439. By reason and result of the foregoing there exists a direct and proximate result of harm from the *RICO Defendants'* actions, wherein Plaintiffs have suffered economic harm, including, but not limited to, loss of profits from sales or licenses to current and potential customers in the purchase-use of Plaintiffs' licenses, support services in an amount to be proven at trial.

Injunctive Relief:

440. In each instance the *RICO Defendants'* wrongful-illegal conduct was a substantial factor in causing this harm. Unless Defendants are restrained by appropriate injunctive relief, their actions are likely to recur and will cause Plaintiffs irreparable injury for which there is no adequate remedy at law.

Count XIX.

Negligent Interference With Prospective Economic Advantage

****(All Defendants)****

441. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "440" above of this Complaint as though fully set forth here and again.

442. Both *eoBuy* and *Indiezone* had a joint deployment and deployment strategy and business expectancy in the secrecy of the *IP* created by way of their combined unique, proprietary trade secrets and software processes and in continuing advantageous economic

relationships with retailers and merchandisers including Wal-Mart, Kraft General Electric, Target and other prospective purchasers and licensees of Plaintiffs' support services and us licenses for its software and trade secrets.

443. These relationships contained the probability of future economic benefit in the form of profitable support service contracts and enterprise software licenses. Had the **RICO Defendants** refrained from engaging in the unlawful and wrongful affairs of the **Jingit Enterprise** and activities through the conduct described in this complaint, there is a substantial probability that the support customers of **eoBuy** and **Indiezone** would have initiated licenses and continued to renew licenses with expanded support contracts between their companies and Plaintiffs rather than with the **Jingit Enterprise** as controlled by **RICO Defendants**.

Negligent Interference:

444. The **RICO Defendants** knew or should have known about these economic relationships as established by the Plaintiffs' joint deployment strategies and agreements described above, and knew or should have known that these relationships would be interfered with and disrupted when the **RICO Defendants** accessed Plaintiffs' Server and damage the Server where they acted with reckless-careless disregard to their Agreements and fiduciary duties, and improperly:

- gained unauthorized access to Plaintiffs' Server systems into Plaintiffs' password-protected files in violation of the agreements governing such access;
- gained unauthorized access to the unique codes compellation and processes encoded into the software and support materials available on the Server systems through in violation of the agreements governing such access, including by using log in credentials with no right or license to the software and support materials taken and destroyed by the **RICO Defendants**;
- breached the agreements governing access to, and use of, the files and the software and support materials available through it;

1 • lured Plaintiffs current and prospective customers by
2 making promotional and marketing videos and statements
3 regarding false authorship and other false claims of ownership and
4 otherwise provided access to the Public's use of the unique
5 processes and trade secrets of Plaintiffs which was-were only
6 made possible because of the *RICO Defendants'* improper access
7 to, and taking from, Plaintiffs Server systems files intended to be
8 maintained as secret;

9 • used information learned through the improper access to,
10 and taking from the Server systems files intended to provide
11 support services to the Plaintiffs' operation and used them in the
12 affairs of the *Jingit Enterprise* for the financial gain of each
13 *RICO Defendant* and,

14 • gaining unauthorized access to Plaintiff **IP** and thereafter
15 releasing the **IP** through deceptive representations to users
16 customers, causing those customers to infringe on Plaintiffs
17 property for a lack of license agreements with Plaintiffs,
18 disseminating-distribution of the **IP** software hundreds and
19 thousands of times onto unauthorized users systems, and using
20 those copies for various improper purposes, including without
21 limitation the unauthorized branding of Plaintiffs **IP** as the
22 property of the *Jingit Enterprise*.

23
24 445. Defendants' conduct was wrongful-negligent by a measure beyond the fact of
25 the interference itself. Defendants gained unauthorized access to Plaintiffs' Server systems
26 through protected password-files, breached the agreements governing access to the system,
27 and use of it, including the software and support materials available through it, and
28 wrongfully used the Plaintiffs' **Property** that they found there to advance their services

1 eliminate or hinder Plaintiffs entry into the e-commerce markets, and otherwise obtain and
 2 retain profits for current and prospective clients to the past and continued exclusion of the
 3 Plaintiffs with the willful, intentional in injury to their business and **Property**.

4 **Prospective Clients-Economic Advantage:**

5 446. Simultaneously, the *RICO Defendants* manipulated Plaintiffs' known
 6 customers using the Plaintiffs' unique processes and deployment strategies installing them
 7 onto the *RICO Defendants* own computer systems and using them to lure away Plaintiffs'
 8 current and prospective clients.

9 447. This conduct, as alleged above means of action constitutes violations of
 10 numerous state and federal statutes and codes, including, but not limited to, violation of the
 11 Federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., receipt of stolen
 12 property, cal. Penal code § 496, unauthorized access to computers, cal. Penal code § 502,
 13 wire fraud, 18 U.S.C. § 1343, violation of RICO, 18 U.S.C. § 1962, fraud and related
 14 activity in connection with an access device, 18 U.S.C. § 1029, and violation of the Stored
 15 communications Act, 18 U.S.C. § 2701. Defendants' conduct also constitutes trespass to
 16 chattels, breach of contract, and unjust enrichment.

17 448. By reason and result of the *RICO Defendants'* acts, the above-described
 18 relationships have been actually disrupted, causing certain current and prospective clients to
 19 lose interest and otherwise cancel commitments with Plaintiffs and instead enter into
 20 agreements with the *Jingit Enterprise* entities in the use of the unique **eoBuy** micro billing
 21 and **Indiezone Ad Engine** processing.

22 **Damages:**

23
 24 449. By reason and result of the foregoing there exists a direct and proximate result
 25 of harm form the *RICO Defendants'* actions, wherein Plaintiffs have suffered economic
 26 harm, including, but not limited to, loss of profits from sales or licenses to current and
 27 potential customers in the purchase-use of Plaintiffs' licenses, support services in an amount
 28 to be proven at trial.

Injunctive Relief:

450. In each instance the *RICO Defendants'* wrongful-illegal conduct was a substantial factor in causing this harm. Unless Defendants are restrained by appropriate injunctive relief, their actions are likely to recur and will cause Plaintiffs irreparable injury for which there is no adequate remedy at law.

Count XX.**Breach of Contract******(Against Rooke and Rogness)****

451. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "450" above of this Complaint as though fully set forth here and again.

Agreement:

452. Defendants **Rooke** and **Rogness** agreed to be bound by the Terms of their employment agreements with Plaintiff and the special terms of secrecy and confidentiality together with the legal restrictions rights and duties, and/or the legal obligations contained in those documents.

453. Plaintiffs performed all conditions, covenants, and promises required on their part to be performed in accordance with the terms and conditions.

Breach of Agreement:

454. Defendants have breached the terms of their agreements the legal duties restrictions, among other things:

- gained unauthorized access to Plaintiffs' Server systems into Plaintiffs' password-protected files in violation of the agreements governing such access;
- gained unauthorized access to the unique codes compellation and processes encoded into the software and support materials available on the Server systems through in

1 violation of the agreements governing such access, including
 2 by using log in credentials with no right or license to the
 3 software and support materials taken and destroyed by the
 4 ***RICO Defendants***;

- 5 • breached the agreements governing access to, and use of, the
- 6 files and the software and support materials available through it;
- 7 • lured Plaintiffs current and prospective customers by making
- 8 promotional and marketing videos and statements regarding false
- 9 authorship and other false claims of ownership and otherwise
- 10 provided access to the Public's use of the unique processes and
- 11 trade secrets of Plaintiffs which was-were only made possible
- 12 because of the ***RICO Defendants***' improper access to, and taking
- 13 from, Plaintiffs Server systems files intended to be maintained as
- 14 secret;
- 15 • used information learned through the improper access to, and
- 16 taking from the Server systems files intended to provide support
- 17 services to the Plaintiffs' operation and used them in the affairs of
- 18 the ***Jingit Enterprise*** for the financial gain of each ***RICO***
- 19 ***Defendant*** and,
- 20 • gaining unauthorized access to Plaintiff **IP** and thereafter
- 21 releasing the **IP** through deceptive representations to users
- 22 customers, causing those customers to infringe on Plaintiffs
- 23 property for a lack of license agreements with Plaintiffs,
- 24 disseminating-distribution of the **IP** software hundreds and
- 25 thousands of times onto unauthorized users systems, and using
- 26 those copies for various improper purposes, including without
- 27 limitation the unauthorized branding of Plaintiffs **IP** as the property
- 28 of the ***Jingit Enterprise***.

Damages:

455. By reason of the breach of their Agreements with Plaintiffs Defendants **Rooke** and **Rogness** violated the terms and legal restrictions, therein causing damages to Plaintiffs in an amount to be proven at trial.

Count XXI.
Trespass To Chattels
(Against Rooke and Rogness)

456. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "455" above of this Complaint as though fully set forth here and again.

Trespass:

457. At all times mentioned in this Complaint, Plaintiffs had legal title or license to and actual possession of one another's **IP** and support materials on the Server system, as described above.

458. Defendants intentionally interfered with the use or possession of both the **IP** and supporting system, and the copies of support materials housed for licensed access through their Server. Defendants' trespass and interference proximately caused damage to Plaintiffs **Property**, including, but not limited to, damage to the functionality of Plaintiffs Server, damage to Plaintiffs rights to dominion and control over its **Property**, and damage to the confidential nature of the information on its Server.

Damages:

459. By reason of the Defendants illegal acts Plaintiffs' **Property** has been greatly diminish in value and deprived Plaintiff of the intended exclusive uses of its **IP** and unique processing system.

460. Plaintiffs are entitled to recover any and all damages it sustained as a result of such trespass, in an amount to be determined at trial, but in no event a sum less than One Billion Three Hundred Million \$1,300,000,000 Dollars.

Injunctive Relief:

461. Defendants' trespass interfered with, and damaged, the integrity and functionality of Plaintiffs' IP and support materials by reason of their partial disclosure and illegal use of said IP.

462. Defendants will continue to commit such acts and will continue to disclose the IP which therefore threatens to cause irreparable harm to Plaintiffs, for which no remedy at law is adequate to compensate it for the injuries inflicted and threatened.

Count XXII.
Unjust Enrichment/Restitution
(Against All Defendants)

463. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "462" above of this Complaint as though fully set forth here and again.

464. Defendants unjustly received financial and other business benefits at the expense of Plaintiffs through the *RICO Defendants'* wrongful conduct, including Defendants' breach of the agreements and laws-Codes governing access to and use of Plaintiffs Computer network and support system and its unique interface to Plaintiff's planned business deployment.

465. By reason of the foregoing illegal conduct Defendants have wrongfully obtained an unfair economic and technical advantage.

466. Likewise, Defendants' trespassed into Plaintiffs' computer network, and Defendants computer fraud concerning their IP and support materials, which took substantial time and to develop and at a cost of in excess of Twenty Million (\$20,000,000) Dollars.

467. The *RICO Defendants* continue to unjustly retain these benefits at the expense of Plaintiffs. It would be unjust for Defendants to retain any value they obtained as a result of their wrongful conduct.

COUNT XXIII.
Breach of Fiduciary Duties
(RICO Defendants Rooke and Rogness)

468. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "467" above of this Complaint as though fully set forth here and again.

469. The Defendants **Rooke** and **Rogness** have violated the fiduciary duties owed to the Plaintiffs Corporations and its shareholders and have acted to put their personal interests ahead of the interests; of Plaintiff Corporations and its shareholders or abandoned their duties.

470. These Defendants have taken actions which ensure their interests at the expense of Plaintiff Corporations and its shareholders and taken an unfair advantage by effectively remove the Plaintiffs their right to deploy their IP.

471. By the acts, transactions, and courses of conduct alleged herein, ***RICO Defendants*** Rooke and Rogness, individually and acting as a part of a common plan/Scheme will unfairly deprive Plaintiff and of their exclusive right to their IP.

472. Plaintiffs will suffer irreparable harm unless the actions of these Defendants are enjoined and a process of turnover of the **Jingit** operations is immediately order by a Court of competent jurisdiction.

Count XXIV.
Imposition of Constructive Trust
Appointment of Referee Injunctive Relief
*** (Against All Defendants) ***

473. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "472" above of this Complaint as though fully set forth here and again.

474. **RICO Defendants, Rooke and Rogness** were in a confidential and fiduciary relationship of trust and loyalty with each of the Plaintiff Corporations wherein there were written Agreements providing a promise on the part of these not to disclose, to keep secret, and otherwise refrain from the improper use and dissemination-distribution of Plaintiffs' IP and Trade Secrets.

475. Commencing in or about June of 2009, ***RICO Defendants Rooke and Rogness*** 2009, began to violate their duty of trust, intentionally, willfully and with disregard of the Agreements with Plaintiffs and began to infringe or otherwise misappropriate Plaintiffs' IP.

476. In performance of the scheme to infringe-misappropriate Plaintiffs **IP, RICO Defendants**, collectively and each individually, are currently in possession, or will in the future

1 will come into possession, of funds-assets, which are rightfully the property of Plaintiffs, by
2 operation of the *Jingit Enterprise*.

3 477. The *RICO Defendants* have no legal right to hold and/or enjoy any such funds-assets in
4 equity and good conscience, as such, any funds which come into the possession of the *RICO*
5 *Defendants* shall only do so as a direct consequence of their scheme and artifice to defraud the
6 Plaintiffs.

7 478. Plaintiffs are entitled to the establishment of a constructive trust consisting of the benefit
8 conferred upon Defendants by the revenues derived from their wrongful conduct and for the expense of
9 Plaintiffs work including as alleged above, any and all profits derived from their wrongful conduct.

10 479. That by reason of the foregoing, Plaintiffs are entitled to the appointment of a
11 Referee; upon the imposition of the constructive trust over any profits made directly or indirectly
12 and arising from the conduct complained of herein together with permanent injunctive relief
13 prohibiting the Defendants from claiming ownership or use of Plaintiffs' IP in any manner.

14 **Count XXV.**
15 **An Accounting**
16 ***(All Defendants)***

17 480. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations
18 of paragraphs numbered "1" through "479" above of this Complaint as though fully set
19 forth here and again.

20 481. Since at least June 2009, the *RICO Defendants* have conspired to conduct
21 business through the use of unlawful conduct including, but not limited to:

- 22
- 23 (a) Breaching the Agreements governing access to or use of
 - 24 Plaintiffs' Server, their IP and trade secrets;
 - 25 (b) Intentionally and/or negligently interfering with Plaintiffs'
 - 26 prospective economic advantage with its existing and potential
 - 27 customers;
 - 28

(c) Improperly, willfully, and unlawfully taking commercial advantage of the investment in Plaintiffs' IP and by Jangit for the purpose of sabotaging Plaintiffs' ability to do business and compete in the e-commerce market; and,

(d) Fraudulently accessing and intentionally trespassing on Plaintiff's password-protected customer support network, without authorization or consent, and in otherwise exceeding authorized consent in furtherance of their unlawful and deceptive scheme as described above.

482. Defendants have received money as a result of their illegal activities and other wrongful misconduct, all at the expense of, and undertaken at the expense of Plaintiffs, and as such said money is rightfully due to Plaintiffs.

483. The amount of money due from Defendants to Plaintiffs is presently unknown to Plaintiffs and cannot be ascertained without an accounting of the income and gross profits Defendants have obtained through their wrongful and unlawful conduct.

484. Plaintiffs are entitled, therefore, to a full accounting of all financial transaction involving all of the *RICO Defendants* and the *Jingit Enterprise* as to all transaction between them and any third party-creditors-debtors involving the use of Plaintiff's copyright, trade secrets and/or conversion of Plaintiffs property.

Count XXVI.
Permanent Injunction
(All Defendants)

485. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of paragraphs numbered "1" through "484 above" of this Complaint as though fully set forth here and again.

486. That by reason of the foregoing, Plaintiffs are entitled a preliminary injunction, and a permanent injunction, all enjoining *Defendants*, and each of them, and

1 their agents, servants, and employees, and all persons acting under, in concert with, or for
2 them in the use of Plaintiffs' IP any and all claims of ownership thereof.

3
4 **Count XXVII.**
5 **Declaratory Judgment**
6 ***(All Defendants)***

7 487. Plaintiffs repeat, incorporate and otherwise allege by reference the allegations of
8 paragraphs numbered "1" through "486" above of this Complaint as though fully set forth here
9 and again.

10 488. An actual controversy has arisen and now exists between Plaintiffs and Defendants
11 concerning their respective rights and duties in that Plaintiffs contend the Defendants have
12 infringed, misappropriated or are otherwise unlawfully used its IP without lawful right authority
13 or consent.

14 489. Plaintiffs' desires a judicial determination of its rights and duties, and a declaration
15 as to ownership of the **eoBuy** and **Indiezone IP**.

16 490. A judicial declaration is necessary and appropriate at this time under the
17 circumstances in order that Plaintiff may exercise their exclusive rights of ownership.

18 491. That by reason of the unlawful conduct of the Defendants, Plaintiffs have and will
19 continue to suffer financial loss and other burdens now being suffered by unsettled state of affairs.

20 492. To date, Plaintiffs have suffered actual damages in excess of \$20,000,000,
21 with a potential loss in excess of \$1,300,000,000.

22 **Prayer For Relief**

23 **WHEREFORE**, Plaintiff prays that this Court enter judgment against Defendants as
24 follows:

25 That Plaintiffs be granted injunctive and monetary relief, with the resulting injury
26 to their businesses and property, in an amount to be proven at trial, including profits
27 attributable to the infringement not taken into account in computing actual damages-17
28 U.S.C. § 504(b) and statutory damages under 17 U.S.C. § 504(c), on each of the
foregoing claims under both the federal and state laws and under the common law for

claim involving or related to allegations of Copyright infringement 17 U.S.C. 501-506(a)(1)(A), 17 U.S.C. 106 Exclusive rights in copyrighted works; 15 U.S.C. 1114, 18 U.S.C. 1030(a)(2)(C), 1030(a)(4), 1030(a)(5)(B), 1030(a)(5)(C), 1030(c)(2), 1030(g), 18 U.S.C. 1029 of the Federal Computer Fraud and Abuse Act; Trade Mark-Trade Dress; Federal Trademark Act of 1946, as amended (the Lanham Act), 15 U.S.C. 1125(a), 1125(c) 1125(d), in an amount to be determined at trial, profits made by Defendants on sales of products by use of the Mark and the costs of this action; 18 U.S.C. 1341 mail fraud and 1343 wire fraud; 18 U.S.C. 1832 (theft of trade secrets), 18 U.S.C. 1956 and 1957 money laundering, engaging in monetary transactions in property derived from specified unlawful activity; in violation of the RICO Statute 18 U.S.C. 1961-1968, et seq., in the sums of no less than \$20,000,000.00 Million Dollars in actual loss and One Billion Three Hundred Thousand (\$1,300,000,000.00) Dollars in loss of economic advantage; 18 U.S.C. 2314-2315 possession and receipt of stolen property; and 18 U.S.C. 2319, criminal infringement of a copyright; in violation of the Stored Communications Act, 18 U.S.C. 2701- 1, 2701(a)(2); California Business and Professions Code §§ 17200 and 17500 *et seq.*; Cal. Penal Code 496 receipt of stolen property; Cal. Penal Code 502 unauthorized access to computers; theft of trade secrets Cal. Civ. Code 3426.11 any and all other federal laws; California state laws and common law applications for Negligence per se, Negligent Interference with Prospective Economic Advantage; Intentional Interference with Prospective Economic Advantage, Trespass to Chattels, and Unjust Enrichment, Fraud-Misrepresentation, Aiding and Abetting; California state laws and common law applications for direct, contributory or vicarious copyright infringement, direct, contributory or vicarious trademark infringement, in the sums of no less than \$20,000,000.00 Million Dollars in actual loss and One Billion Three Hundred Thousand (\$1,300,000,000.00) Dollars in loss of economic advantage; specifically, that the **RICO Defendants** and all of their respective officers, agents, servants, representatives, employees, attorneys, and all other persons acting in concert with them be enjoined from:

1 A. Using the **IP** including its trademark **Music.Me**, or any trademark
 2 confusingly similar to the **Music.Me** trademark, in connection with the
 3 marketing, promotion, advertising, sale, or distribution of any of its products or
 4 services;

5 1. directly or indirectly engaging in false advertising or promotions
 6 of **Jingit** products;

7 2. making or inducing others to make any false, misleading or
 8 deceptive statement of fact, or representation of fact in connection with the ownership,
 9 promotion, advertisement, packaging, display, sale, offering for sale, processing,
 10 methodology, circulation or distribution of Plaintiffs' **IP** software/products-proprietary
 11 processes by making false representations regarding Plaintiffs' ownership or right of
 12 use;

13 B. That **RICO Defendants** file, within ten (10) days from entry of a
 14 preliminary injunction, a declaration with this Court signed under penalty of perjury
 15 certifying the manner in which Defendants have and will comply with the terms of the
 16 injunction as ordered by this Court;

17 C. That the **RICO Defendants** be ordered to correct any erroneous
 18 impression persons may have derived concerning the nature, characteristics, or
 19 qualities of Plaintiffs' **IP** including without limitation:

20 1. the sending of a registered letter (with a copy to Plaintiffs to all
 21 internet search engines, including but not limited to, Google, Yahoo!, Bing and other
 22 search engines, requesting that Defendants' keyword advertising and sponsored
 23 advertisements be removed from their search engines;

24 2. the placement of corrective advertising on the Jingit LLC.,
 25 websites informing sponsors consumers of their prior misrepresentations regarding
 26 Plaintiff's **IP** and the false statements of ownership;

27 3. the removal of all false and misleading links to any other
 28 Defendants websites;

1 D. That the ***RICO Defendants*** be adjudged to have violated the foregoing
2 Codes, Statutes, and laws by unfairly competing against Plaintiffs by using false, deceptive
3 or misleading means of acquiring Plaintiffs' IP;

4 E. That the ***RICO Defendants*** be adjudged to have unlawfully and unfairly
5 competed against Plaintiff under the laws of the State of California, Cal. Bus. & Prof. Code
6 § 17200, *et seq.*;

7 F. That Defendants be adjudged to have competed unlawfully and unfairly
8 against Plaintiff by engaging in false or misleading advertising under the laws of the State
9 of California, Cal. Bus. & Prof. Code § 17500, *et seq.*;

10 H. That Plaintiff be awarded damages pursuant to 15 U.S.C. § 1117(a),
11 sufficient to compensate it for the damage caused by Defendants' false and misleading
12 statements with the resulting injury to their businesses and property in the sums of no less
13 than \$20,000,000.00 Million Dollars in actual loss and One Billion Three Hundred
14 Thousand (\$1,300,000,000.00) Dollars in loss of economic advantage.

15 I. That Plaintiffs be awarded Defendants' profits derived by reason of said
16 acts, or as determined by said accounting;

17 J. That such damages and profits be trebled and awarded to Plaintiffs and that
18 it be awarded its costs, attorneys' fees and expenses in this suit under 15 U.S.C. § 1117, as a
19 result of Defendants' willful, intentional, and deliberate acts in violation of the Lanham Act;


20 K. That Plaintiff be awarded damages in an amount sufficient to compensate it
21 for the damage caused by Defendants' unfair competition and false advertising under
22 California Business and Professions Code §§ 17200 and 17500 *et seq.*, and contributory
23 trademark infringement and vicarious trademark infringement under federal law and
24 California common law;

25 L. That Plaintiffs be granted prejudgment and post judgment interest;

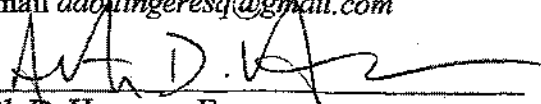
26 M. That Plaintiffs be granted costs associated with the prosecution of this
27 action;

28 N. That Plaintiffs be granted such further relief as the Court may deem just.

1 Dated: September 10, 2013



2
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